

No. 25-1575

IN THE UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

The Sustainability Institute, *et al.*,

Plaintiffs-Appellees,

v.

Donald J. Trump, *et al.*,

Defendants-Appellants.

On Appeal from the United States District Court
for the District of South Carolina

JOINT APPENDIX: VOLUME 2

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SUSTAINABILITY INSTITUTE, ET AL v. TRUMP

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ALLIANCE FOR SHENANDOAH
DECLARATION – EXHIBIT 4

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

The Sustainability Institute, et al.,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States, et al.,

Defendants.

Civ. No. 2:25-cv-02152-RMG

**DECLARATION OF KATE WOFFORD, ALLIANCE FOR THE SHENANDOAH
VALLEY**

I, Kate Wofford, declare as follows:

1. My name is Kate Wofford. I live in Sperryville, Virginia. This declaration is based on my personal knowledge and professional education and experience. I am over the age of eighteen and suffer from no legal incapacity. I submit this declaration on behalf of Alliance for the Shenandoah Valley, a nonprofit organization affected by the federal funding pause.

2. Alliance for the Shenandoah Valley is a 501(c)(3) nonprofit organization that is headquartered in New Market, Virginia. Alliance for the Shenandoah Valley works to ensure the Valley's rural character, scenic beauty, clean water and vibrant communities are protected by providing accurate and timely information to community members and decision makers. It achieves this, in part, by informing and engaging people to protect the natural resources, cultural heritages, and rural character of its region.

3. I serve as Executive Director of Alliance for the Shenandoah Valley, and I have held this position since the organization's creation in 2018.

4. Alliance for the Shenandoah Valley was awarded a subgrant from the National Fish and Wildlife Foundation for \$1,531,595.72 under the Innovative Nutrient and Sediment Reduction Grants Program. The Innovative Nutrient and Sediment Reduction Grants Program is a partnership between the National Fish and Wildlife Foundation, the Environmental Protection Agency, and the federal-state Chesapeake Bay Program partnership. The Alliance for the Shenandoah Valley was awarded this grant on January 14, 2025. The purpose of this subaward is to accelerate the rate of implementation and increase the effectiveness of water quality best management practices in a high priority agricultural region of the Chesapeake Bay watershed.

5. Alliance for the Shenandoah Valley was also awarded a subgrant from the Conservation Innovation Fund for \$400,000 in October 2023, under the Partnerships for Climate-Smart Commodities Program. The Partnerships for Climate-Smart Commodities Program is a United States Department of Agriculture (“USDA”) grant program through which the USDA supports the production and marketing of climate-smart commodities. Under the subaward, the Alliance assists farmers in implementing conservation practices for agriculture.

6. Alliance for Shenandoah Valley staff invested significant time and resources in preparing project proposals and applications for each subaward opportunity. For example, our Director of Conservation spent hundreds of about 200 hours preparing and applying for the subaward through National Fish and Wildlife Foundation and 675 hours preparing and applying for the subaward through the Conservation Innovation Fund. This includes time spent coordinating with partner organizations to get alignment on the proposal and pursuing match funding.

7. Both subawards are reimbursement-only, which means that the Alliance for the Shenandoah must make expenditures and then submit reimbursement requests monthly. Alliance for the Shenandoah Valley has not been able to access federal funds for either federal grant since February 12, 2025.

8. This pause has harmed the Alliance for the Shenandoah Valley’s programs and the organization itself. The organization’s relationship with farmers and landowners, which took years to build, are eroded by this disruption to Alliance’s ability to provide support and assistance. In reliance on the availability of the Partnerships program, farmers that the organization works with to join the partnership program have made investments to adopt new management practices expecting to be reimbursed, but now that funding is unavailable to them. These farmers are very busy and operate on tight margins. Now that the assistance they were planning their operations and business around is not available, some will opt not to take a chance on these programs again.

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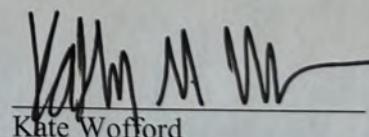
9. The interruption to funding from these awards and uncertainty about when funding will resume has negatively impacted the organization's ability to operate. Rather than focusing on our grant program work, my colleagues and I have spent a lot of our time since January trying to respond to the disruption to our federal funding. For example, we have dedicated significant time to communicating with farmers and conservation partners about the disruption to the funding assistance, meeting internally as a staff and board to manage cash flow disruptions, looking for new and alternative sources to fund our commitments, and navigating confusing information about what funds are frozen and which are not. As a result, the organization has missed out on an opportunity to fully dedicate this time to making progress.

10. Overall, Alliance for the Shenandoah Valley stands to lose all \$ 1,931,595.72 in awarded funds. This constitutes about 30% of the organization's budget.

11. The injury to Alliance for the Shenandoah Valley and its interests would be redressed by an order from the Court granting the Plaintiffs the relief they have requested.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States, the foregoing is true and correct.

Executed this 26 day of March 2025.



Kate Wofford

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**ALLIANCE FOR SHENANDOAH
DECLARATION – EXHIBIT 4-A**

J.A. 0468

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NRCS-ADS-093



U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR233A750004G045	2. Amendment Number	3. Award /Project Period Date of final signature - 06/12/2028	4. Type of award instrument: Grant Agreement
5. Agency (Name and Address) USDA Partnerships for Climate-Smart Commodities c/o FPAC-BC Grants and Agreements Division 1400 Independence Ave SW, Room 3236 Washington, DC 20250 Direct all correspondence to FPAC.BC.GAD@usda.gov		6. Recipient Organization (Name and Address) THE CONSERVATION INNOVATION FUND 3028 NEW MEXICO AVE NW WASHINGTON DC 20016 UEI Number / DUNS Number: YAWBGBNG55D7 / 117570826 EIN:	
7. NRCS Program Contact Name: JOHN ANDERSON Phone: (605) 854-9123 Email: john.a.anderson@usda.gov	8. NRCS Administrative Contact Name: ADAM CARL Phone: (815) 214-2015 Email: adam.carl@usda.gov	9. Recipient Program Contact Name: Morgan Maloney Phone: (410) 533-5684 Email: mmaloney@conservationinnovationfund.org	10. Recipient Administrative Contact Name: Callan Walsh Dever Phone: (202) 230-1746 Email: cwdever@conservationinnovationfund.org
11. CFDA 10.937	12. Authority 15 USC 714 et seq	13. Type of Action New Agreement	14. Program Director Name: Morgan Maloney Phone: (410) 533-5684 Email: mmaloney@conservationinnovationfund.org
15. Project Title/ Description: Expands markets for climate-smart dairy, beef and poultry industry in PA, VA, MD and supports farmer, rancher, and forester implementation and monitoring of climate-smart practices.			
16. Entity Type: M = Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	24,999,954.000	15153569.00	
Additional funds total	\$0.00	\$0.00	
Grand total	24,999,954.000	15153569.00	
18. Approved Budget			

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Personnel	\$2,764,950.00	Fringe Benefits	\$414,743.00
Travel	\$10,600.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	13,394,150.000
Construction	\$0.00	Other	\$8,415,511.00
Total Direct Cost	24,999,954.000	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	15153569.00
		Total Federal Funds Awarded	24,999,954.000
		Total Approved Budget	40,153,523.000

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative KATINA HANSON Acting Senior Advisor for Climate-Smart Commodities	Signature	Date
Name and Title of Authorized Recipient Representative	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

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Statement of Work

Purpose

The purpose of this agreement, between the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) and The Conservation Innovation Fund (Recipient), is to build markets for climate-smart commodities and invest in America's climate-smart producers to strengthen U.S. rural and agricultural communities.

Objectives

The objectives of this project are to support the production and marketing of climate-smart commodities by providing voluntary incentives to producers and landowners, including early adopters, to implement climate-smart agricultural production practices, activities, and systems on working lands; measure/quantify, monitor and verify the carbon and greenhouse gas (GHG) benefits associated with those practices; and develop markets and promote the resulting climate-smart commodities.

Budget Narrative

The official budget summarized below and described in the attached Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement or advance liquidations will be based on actual expenditures, not to exceed the amount obligated.

TOTAL BUDGET \$40,153,523

TOTAL FEDERAL FUNDS \$24,999,954

PERSONNEL \$2,764,950

FRINGE BENEFITS \$414,743

TRAVEL \$10,600

EQUIPMENT \$0

SUPPLIES \$0

CONTRACTUAL \$13,394,150

CONSTRUCTION \$0

OTHER \$8,415,511 (includes PRODUCER INCENTIVES \$2,476,000)

TOTAL DIRECT COSTS \$24,999,954

INDIRECT COSTS \$0

TOTAL NON-FEDERAL FUNDS \$15,153,569

PERSONNEL \$130,000

FRINGE BENEFITS \$0

TRAVEL \$0

EQUIPMENT \$0

SUPPLIES \$0

CONTRACTUAL \$705,600

CONSTRUCTION \$0

OTHER \$14,000,000 (includes PRODUCER INCENTIVES \$0)

TOTAL DIRECT COSTS \$14,835,600

INDIRECT COSTS \$317,969

Recipient has elected to use the de minimis indirect cost rate.

Recipient has elected to use unrecovered indirect costs as match in the amount of \$317,969.

Responsibilities of the Parties:

If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions attached to the agreement, the language in this SOW takes precedence.

RECIPIENT RESPONSIBILITIES

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Perform the work and produce the deliverables as outlined in this Statement of Work and attachments.

Ensure Paperwork Reduction Act (PRA) clearance is obtained prior to conducting data collection from producers or other project participants, including data collection performed by subrecipients.

Comply with the applicable version of the General Terms and Conditions.

Submit reports and payment requests to the ezFedGrants system as outlined in the applicable version of the General Terms and Conditions. Reporting frequency is as follows:

Performance Reports: Quarterly

SF425 Financial Reports: Quarterly

Detailed Progress Report: Quarterly

(The detailed progress report is in addition to the performance and financial reports referenced above and described in the general terms and conditions)

Expected Accomplishments and Deliverables

See attached Benchmarks Table and associated Project Narrative.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

See attached Benchmarks Table and associated Project Narrative.

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GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

Attachments:

Budget Narrative

Project Narrative

Benchmarks Table

Climate-Smart Practices List and Limitations

Data Dictionary

Climate-Smart Specific Terms and Conditions

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Attachment – Budget Narrative

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

Budget Narrative-- Revised 4-4-23

Institution Name: Conservation Innovation Fund**PI Name: Callan Walsh Dever****Project Name: *Mid-Atlantic Conservation Innovation Fund*****Summary of adjustments to Budget Narrative from USDA questions received on 3-3-23:**

- Further breakdown of ESMC's \$750,000
- Adjustment to Match section and resigned Letters of Support from VA DCR and the William Penn Foundation. PennVest has committed to support work under this grant through alignment of its funding for agricultural operations with Project objectives, as per their original Letter of Support. This commitment does not include an explicit dollar match.
- BMP list is a separate document.

Summary of adjustments to Budget Narrative from USDA questions received on 2-1-23:

- Adjustment to CIF budget for Partnerships Network travel for two in-person meetings/yr
- Direct incentive payments to farmers clarified and moved to section "c) Other"
- The budget for the company, TBD through a publicly advertised Request for Proposals (RFP), that will provide planning, design, and implementation of practices clarified and moved to section "g) Contractual"
- Breakdown of salaries for Stroud's Matt Ehrhart & John Jackson
- Breakdown of \$750,000 budget for ESMC's Monitoring, Reporting, Verification & Tracking
- Question #5: On page 12 of the revised budget CIF took some indirect cost as match for salary & fringe. In addition to the salary & fringe the first \$25,000 of each sub-awardee can be claimed as indirect costs & used towards match
 - A: The project will not be listing additional indirect as match.
- Question #6: Please verify that the \$24,000,000 of State Funding & \$2,100,000 of Program Income is still available for the project?
 - A: At this time, these funding streams remain available to support the CIF Climate Commodities project.
- Breakdown of travel and lodging expenses for Stroud, ACB, and ASV are on page 10 & 12
- Question #11: Page 10 & 11 of the revised budget has a \$12,394,150 cost for Implementation of Practices. Please breakdown in detail how this cost was arrived at? Cost share per practice, per acre, etc.
 - A: The project pays for the full and comprehensive cost of implementation of practices. CIF will sub-contract the company that will perform the planning, design, and implementation of practices through a publicly advertised RFP. Pricing calculations are based on market analysis and listed within the table on page 5 under the columns "Estimated cost per acre", "Estimated # of acres", "Estimated cost per farm", and "Estimated # of farms".



Maryland & Virginia
Milk Producers Cooperative Association

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Attachment – Budget Narrative

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal**a) PERSONNEL:**

1) SVP, Project Management: Responsible for oversight of all Project activities, providing an ongoing interface with the CIF Board for governance oversight and executive management of all strategic, conservation finance, scientific, business, legal, investor relations and project management aspects of the CSAF Project, with ultimate accountability for its success and all deliverables.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$200,000	0.77	\$154,000	x 5 years =	\$770,000

2) Chief Financial Officer: Manage all requisite state and federal tax, accounting, and reporting requirements. Oversee distributions of payments and ensure compliance with reporting and use of federal funds.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$185,000	0.214	\$39,590	x 5 years =	\$197,950

3) Manager, Conservation: Responsible for management and oversight of relationships with all Project sub-contractors involved with conservation activities on the ground. Ensure timely delivery and compliance with grant covenants and develop and maintain relationship with major regulatory and non-regulatory stakeholders including corporations, non-profit conservation organizations, investors, and the general public.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$150,000	0.59	\$88,500	x 5 years =	\$442,500

4) Manager, Quantification: Manage all quantification methodologies, including adaptions to various models, interface with CCPs and TSPs for field level data and manage marketing and communications facets of the Project and ensure that quantification tools meet the needs of third-party regulators, partners, and watershed stakeholders to support adoption and replication. This role provides field-level support to ESMC's leadership of MRV system and market offtake activities.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$200,000	0.29	\$58,000	x 5 years =	\$290,000

5) Manager, Marketing: Develop all marketing materials and pitches, arrange retail meetings, advise individual producers on retail relationships and marketing and branding opportunities

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$165,000	0.45	\$74,250	x 5 years =	\$371,250



CONSERVATION INNOVATION FUND


Maryland & Virginia
 Milk Producers Cooperative Association

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Attachment – Budget Narrative

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

6) Manager, Legal: Develop and oversee all legal and contractual work, including Producer contracts, Partnership agreements and carbon inset purchase agreements as part of integrated climate smart commodities strategy

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$200,000	0.325	\$65,000	x 5 years	= \$325,000

7) Manager, General & Administrative: Operations support across grant administration and reporting, contract administration among partners. Maintain all Project information for funders and stakeholders.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$150,000	0.491	\$73,650	x 5 years	= \$368,250

TOTAL:	Annual Funds Requested	Duration	Total Funds Requested
	\$552,990	x 5 years	= \$2,764,950

b) FRINGE BENEFITS: The Project uses a discounted rate of 15% for CIF personnel fringe.

Annual Personnel	%	Annual Funds Requested	Duration	Total Funds Requested
\$552,990	15%	\$82,949	x 5 years	= \$414,743

c) OTHER:

- i) **Direct Payments to Farmers.** The CIF will make direct incentive payments to participating farmers. Each payment will be \$2,476 total for an estimated total of 1,000 farmers: half will be paid up front and the remaining half will be paid after practices have been implemented. These incentive payments are in addition to the project paying for the full cost of implementing practices.

Payment per farmer	Estimated farmers per year	Annual Funds Requested	Duration	Total Funds Requested
\$2476	200	\$495,200	x 5 years	= \$2,476,000

d) TRAVEL: The Applicant's travel budget is included directly below. The Project Partners (sub-awardees) have built travel



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Attachment – Budget Narrative

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

expenses into their budgets and those have been detailed under each applicable sub-awardee. Where travel budgets are not noted, the partners agree to cover expenses from their operating budgets.

i) **Travel to Partnerships Network.** This will cover travel for one CIF staff person twice a year to attend the two-day Partnerships Network gatherings.

Item	Annual Funds Requested	Duration	Total Funds Requested
Airfare x \$500 x 2 trips	\$1000	x 5 years =	\$5,000
Lodging x \$200 x 4 nights	\$800	x 5 years =	\$4,000
Per diem x \$80 x 4 days	\$320	x 5 years =	\$1,600
TOTAL:	\$2,116	x 5 years =	\$10,600

e) **EQUIPMENT:** The Applicant and Project Partners (sub-awardees) will not acquire equipment as a part of this Project.

f) **SUPPLIES:** The Applicant and Project Partners (sub-awardees) will contribute basic supplies including presentation materials, collateral, website, communications documents, office supplies, etc, unless otherwise noted.

g) **CONTRACTUAL:**

i) **Company TBD through a publicly advertised Request for Proposals (RFP).** The company (“Company”) will be contracted by CIF through a publicly advertised RFP to perform the work of planning, design, and implementation of practices. The budget outlined below is inclusive of all the costs required to plan, design, and implement practices. The Project sub-awardees engage with farmers to do outreach, technical assistance, and enrollment and the Company will integrate services following that engagement. The Company will plan, design, and implement several categories of agricultural best practices including crop systems, nutrient management, drainage water management, surface water management, and rotational grazing. Each category includes specific agricultural management practices that could be implemented (see Agricultural Best Management Practices attachment to Grant Agreement). The projected cost of implementation of practices below was calculated based on the 2023 Virginia Agricultural Cost Share (VACS) estimated cost list. The budget incorporates guidance from partners and their regionally relevant knowledge to determine the relative demand of each practice in the Project’s implementation region. The VACS cost list is updated annually, and is the most comprehensive,



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regionally relevant source of such information for this Project. In instances where the VACS cost list is insufficient, the NRCS payment schedules will be used.

	Estimated cost per acre	Estimated # of acres	Total Funds Requested
1) Crop Systems Category (per acre)	\$105	35,000	\$3,675,000
	Estimated cost per acre	Estimated # of acres	Total Funds Requested
2) Nutrient Management Category (per acre)	\$160	20,000	\$3,200,000
	Estimated cost per farm	Estimated # of farms	Total Funds Requested
3) Drainage Water Management Category (per farm)	\$11,845	70	\$829,150
	Estimated cost per acre	Estimated # of acres	Total Funds Requested
4) Surface Water Management Category (per acre)	\$7,300	300	\$2,190,000
	Estimated cost per acre	Estimated # of acres	Total Funds Requested
5) Rotational Grazing Category (per acre)	\$100	35,000	\$3,500,000
			Total Funds Requested
			\$13,394,150



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i) **Ecosystem Services Market Consortium (ESMC/ESMRC).** ESMC is a market collaborative formed in 2018 to develop a voluntary, national scale ecosystem services market that quantifies and monetizes ecosystem service attributes from working agricultural lands. The annual funds requested for personnel below incorporate a 5% cost of living increase each year. The annual funds requested for the Monitoring, Reporting, Verification and Tracking of Credits/Outcomes below reflect an increase in total acres each year.

1) Communications Director: Supports marketing and communications activities at the market and field level and works closely with the communications teams at the CIF and MDVA Milk to deliver aligned information to partners and customers. Provides support for dedicated social media and communications outreach to share project outcomes with stakeholders.

Salary	% Effort	Funds Requested					Total Funds Requested
		Year 1	Year 2	Year 3	Year 4	Year 5	
\$75,000	0.02	\$1,500	\$1,575	\$1,654	\$1,736	\$1,824	\$8,289

2) Executive Director: Serves as a Senior Project Leader on the CIF-CSC Project, responsible for overall strategy, operations, and market-based support, along with other partner leaders.

Salary	% Effort	Funds Requested					Total Funds Requested
		Year 1	Year 2	Year 3	Year 4	Year 5	
\$200,000	0.06	\$12,375	\$12,975	\$13,605	\$14,267	\$14,961	\$68,183

3) Research Director: Provides ongoing project research support to integrate on-the-ground activities with ESMC's MRV, data collection and analysis activities

Salary	% Effort	Funds Requested					Total Funds Requested
		Year 1	Year 2	Year 3	Year 4	Year 5	
\$123,750	0.20	\$24,750	\$25,950	\$27,210	\$28,533	\$29,922	\$136,365

4) Project Manager: Provides ongoing project management to integrate on-the-ground activities with ESMC's MRV, data collection and analysis activities, and to support product marketing efforts. Provides project support and capacity building with CIF project partners, including ongoing support to CIF producers enrolled in ESMC/ESMRC projects as offtakes from this project. Provide three program enrollment trainings per year to CIF project partners enrolling farmers. These trainings provide capacity building between project partners and ensure ESMC/ESMRC program eligibility, and that roles and responsibilities of producers are understood.

Salary	% Effort	Funds Requested					Total Funds Requested
		Year 1	Year 2	Year 3	Year 4	Year 5	
\$120,750	0.50	\$60,375	\$63,300	\$66,371	\$69,596	\$72,982	\$332,624

5) Protocols and Standards Manager: Provides ongoing protocol development support to integrate on-the-ground activities with ESMC's MRV, data collection and analysis activities.



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Salary	% Effort	Funds Requested					Total Funds Requested
		Year 1	Year 2	Year 3	Year 4	Year 5	
\$123,750	0.20	\$24,750	\$25,950	\$27,210	\$28,533	\$29,922	\$136,365

6) Monitoring, Reporting, Verification and Tracking of Credits/Outcomes*: See detailed description below.

Item	Funds Requested					Total Funds Requested
	Year 1	Year 2	Year 3	Year 4	Year 5	
Quantification (C/GHG, Water Quality): C/GHG modeling (via 3rd party Regrow, using DNDC model), Water Quality Modeling (Simplified Scope 3 Water Calculator), Soil Sampling (via 3rd party EarthOptics to establish model baseline)	\$3.99 x 35,000 acres =	\$2.38 x 65,000 cumulative acres =	\$1.71 x 85,000 cumulative acres =	\$1.45 x 100,000 cumulative acres =	\$1.45 x 100,000 cumulative acres =	\$584,700
Validation & Verification, Impact Unit Tracking: Project validation & verification (via 3rd Party SustainCERT), Tracking on SustainCERT Emission Factor Tracking Mechanism (EFTM)	\$0	\$139,650	\$154,700	\$145,350	\$145,000	\$165,300
						\$750,000
SUBAWARD TOTAL:	\$123,750	\$290,050	\$328,750	\$336,665	\$352,611	\$1,431,826

***Monitoring, Reporting and Verification of Credits/Outcomes:** ESMC/ESMRC generates quantified and verified impacts/outcomes from enrolled producers following ESMC/ESMRC protocols and ESMC/ESMRC's program infrastructure. This includes ESMC trainings of enrollment specialists to provide program knowledge to producers, including eligibility and participation requirements, and guidance for conservation technical assistance providers who will assist producers to register in and enter data into ESMC/ESMRC's MRV platform. ESMC/ESMRC data will be quantified using ESMRC process and verified by third-party SustainCERT. Where possible technical assistance providers will separately enter producer data into COMET-Planner to generate COMET-Planner outcomes. Scope 3 emissions factors/impact units generated for scope 3 supply chain reported will be tracked on SustainCERT's Emissions Factor Tracking Mechanisms (EFTM) to allow appropriate sharing by ag supply chain partners while ensuring no double-counting.



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ii) **Maryland & Virginia Milk Producers Cooperative (MDVA Milk).** MDVA Milk is a farmer-led cooperative of 950+ producers in the Mid-Atlantic, and the first cooperative in the region to create a dedicated sustainability team. MDVA Milk supplies major retail outlets across the Mid-Atlantic including Costco, Giant, Turkey Hill, Sheetz, Shoppers Food Warehouse, Wawa, Walmart, and Walgreens, among other smaller outlets.

1) Sustainability Specialist #1: Leads producer outreach and collection and organization of producer interest. This role will lead and support producer engagement and organize producer meetings with CIF-CSC partners and aid the producer in selecting appropriate practices for their farm and initiating the planning process. The Sustainability Specialist will also participate in project analytics by supporting supply-shed mapping, data and project management best practices and supporting corporate level dairy sustainability strategies.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$145,000	0.80	\$116,000	x 5 years	= \$580,000

2) Sustainability Specialist #2: Leads producer outreach and collection and organization of producer interest. This role will lead and support producer engagement and organize producer meetings with CIF-CSC partners and aid the producer in selecting appropriate practices for their farm and initiating the planning process. The Sustainability Specialist also will participate in project analytics by supporting supply-shed mapping, data and project management best practices and supporting corporate level dairy sustainability strategies.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$145,000	0.80	\$116,000	x 5 years	= \$580,000

3) Sustainability Administrator: Helps to collect, organize and analyze project data. The Sustainability Administrator will also aid in planning and organizing producer meetings and outreach and will lead project communication to members.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$85,000	0.80	\$68,000	x 5 years	= \$340,000

SUBAWARD TOTAL:	Annual Funds Requested	Duration	Total Funds Requested
	\$300,000	x 5 years	= \$1,500,000



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iii) **Stroud Water Research Center (SWRC)/PA Soil Health Coalition (PSHC).** SWRC is a premier environmental research organization in the United States, based in Avondale, PA. Stroud's research center has a systematic and rigorous approach to scientific research, that seeks answers to the most challenging questions across agricultural landscapes and watershed ecosystems. Stroud's work is deeply embedded in conservation projects across the Mid-Atlantic region, and the organization's Senior Leadership plays a critical role in the CIF-CSC Project. ("IR" below refers to the federally negotiated indirect rate)

1) Project Implementation Coordinator: Coordinate all Stroud implementation projects with the CIF including approximately 30-36 whole farm comprehensive projects per year plus an additional 25-75 acres of riparian forest buffer projects per year. This Project Implementation Coordinator will also coordinate partnerships with PASA, PA No-Till Alliance, and will market the opportunity to other partners/colleagues.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$ 119,683	1.00	\$119,683	x 5 years =	\$598,415

2) Director of Watershed Restoration: Supervise Stroud efforts and serve as a technical advisor to the CIF as needed and will coordinate with project partners marketing project opportunities to new partners.

Salary/Item	%	Annual Funds Requested	Duration	Total Funds Requested
\$147,381	0.07	\$10,317	x 5 years =	\$51,583
Fringe	0.315	\$3,250	x 5 years =	\$16,249
IR for watershed restoration from 2022	0.4482	\$6,080	x 5 years =	\$30,402
				\$98,234

3) Senior Research Scientist: Supervise Stroud efforts and will serve as a technical advisor to the CIF as needed and as science lead ensuring quantification/alignment with ESMC/COMET/RWF.

Salary/Item	%	Annual Funds Requested	Duration	Total Funds Requested
\$153,524	0.05	\$7,677	x 5 years =	\$38,385
Fringe	0.315	\$2,418	x 5 years =	\$12,090
IR for Research from 2022	0.5496	\$5,548	x 5 years =	\$27,740
				\$78,215



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4): Travel and Lodging: Costs per year to travel to farms, meetings, and buffer projects including mileage at the federal rate, per diem, and hotel expenses.

Item	Annual Funds Requested	Duration	Total Funds Requested
7024 miles/yr x \$0.655	\$4,601	x 5 years =	\$23,005
Lodging	\$885	x 5 years =	\$4,425
Per diem	\$413	x 5 years =	\$2,065
			\$29,495
SUBAWARD TOTAL:			\$160,872
			x 5 years =
			\$804,359

iv) **Alliance for the Shenandoah Valley/Shenandoah Valley Conservation Collaborative (ASV/SVCC).** ASV works to achieve a Shenandoah Valley where our way of life is sustained by rural landscapes, clean streams and rivers, and thriving communities. To achieve that vision, ASV partners with organizations and agencies through the Shenandoah Valley Conservation Collaborative (SVCC).

1) **Shenandoah Valley Conservation Collaborative Project Manager:** Oversee the enrollment specialist, connects directly with ESMC/CIF, and contributes to ESMC/CIF strategic planning, promotes market opportunities and connects organizations/agencies in the Shenandoah Valley Conservation Collaborative to market opportunities. Enrolls farmers, collects data, verifies practices as necessary.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$90,000	0.20	\$18,000	x 5 years =	\$90,000

2) **Market Enrollment Specialist:** Directly interface with farmers throughout the Shenandoah Valley, collect farmer data/information, follow up visits, project verification, etc.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$56,000	1.00	\$56,000	x 5 years =	\$280,000

3) **Mileage:** Travel to farms in the Shenandoah Valley region.

Miles/year	Rate	Annual Funds Requested	Duration	Total Funds Requested
9,160	\$0.655	\$6,000	x 5 years =	\$30,000

SUBAWARD TOTAL:	Annual Funds Requested	Duration	Total Funds Requested
	\$80,000	x 5 years =	\$400,000



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v) **Alliance for the Chesapeake Bay (ACB).** ACB brings together communities, companies, and conservationists to improve the lands and waters of the Chesapeake Bay Watershed. Their team engages corporate supply chains to build and implement strategies supplying farmers for conservation impact.

1) **VA Ag Program Manager:** Supervise efforts in Virginia and serve as a technical advisor on project implementation as needed. The VA Program Manager will coordinate the design and implementation of riparian forest buffers and is able to complete Nutrient Management Plans.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$135,735	0.25	\$33,934	x 5 years =	\$169,669

2) **PA Forestry Project Coordinator:** coordinate design and implementation of riparian forest buffer implementation in Pennsylvania.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$121,908	0.25	\$30,477	x 5 years =	\$152,385

3) **PA Ag Projects Coordinator:** Work alongside MDVA to conduct outreach and implementation projects in Pennsylvania. Focus will be accessing conservation plans and coordinating maximum leverage of all federal, state, and local funding opportunities.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$121,908	0.65	\$79,240	x 5 years =	\$396,200

4) **VA Ag Projects Coordinator:** Work alongside MDVA to conduct outreach and implementation projects in Virginia. Focus will be accessing conservation plans and coordinating maximum leveraging of all federal, state, and local funding opportunities.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$121,908	0.65	\$79,240	x 5 years =	\$396,200

5) **Ag Program Director:** Supervise Alliance efforts across the watershed and serve as a technical advisor to the CIF as needed. The Ag Program Director also will work alongside MDVA to market the project to MDVA customers and additional project partners.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$191,865	0.10	\$19,186	x 5 years =	\$95,932

6) **Travel:** Travel to farms throughout the Chesapeake Bay Watershed.



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Item	Annual Funds Requested	Duration	Total Funds Requested
25,954 miles/yr x \$0.655	\$17,000	x 5 years	= \$85,000
Lodging	\$1,000	x 5 years	= \$5,000
Per diem	\$588	x 5 years	= \$2,940
			\$92,940

SUBAWARD TOTAL:	Annual Funds Requested	Duration	Total Funds Requested
	\$260,665	x 5 years	= \$1,303,326



CONSERVATION INNOVATION FUND

ESMC
Ecosystem Services
Market Consortium*Maryland & Virginia*
Milk Producers Cooperative Association

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i) **Lancaster Clean Water Partners (LCWP).** LCWP's mission is to rapidly accelerate and expand the ability of the partner organizations to restore and sustain healthy Lancaster County waterways. Their team works with multisector leaders to effectively collaborate for success at a scale and a pace that we need to meet water quality improvement goals.

1) **Director:** Oversees the Partners team and works directly with CIF staff on a bi-weekly basis.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$125,000	0.10	\$12,500	x 5 years	= \$62,500

2) **Director of Collaborative Funding:** Focus on big picture funding plan for countywide clean water success, creative and new strategies, lead efforts to establish metrics and success for partners across the board, and work with team members to clearly communicate options to partner organizations and producers. The Director of Collaborative Funding will support aligned funding for on-farm projects such as irrigation water management, riparian forest buffers, and exclusion fencing in a priority area for conservation in the Chesapeake Bay, enabling the CIF-CSC Project to provide a leverage on-ramp for additional conservation funding and delivering maximum carbon sequestration values.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$100,000	0.50	\$50,000	x 5 years	= \$250,000

3) **Senior Advisor**:** Drive the CIF-CSC team to identify the best opportunity areas for conservation and market offtake, align priority partnerships and ensure an appropriate path is open for parties to execute components of the Project. Capture the big picture strategic needs and connect with required stakeholders and partners from public, corporate and conservation sectors in order to help ensure the Project meets GHG reduction goals.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$125/hr	300 hrs	\$37,500	x 5 years	= \$187,500

SUBAWARD TOTAL:	Annual Funds Requested	Duration	Total Funds Requested
	\$100,000	x 5 years	= \$500,000

****Justification for Senior Advisor contract:** John Cox is a specialized local leader and expert already engaged deeply in work related to finance and policy strategy, outreach, and agency engagement for conservation implementation and corporate partnerships. His work with the dairy supply chain business world and years of experience with local partner organizations makes him the ideal senior advisor for this work led by the Lancaster Clean Water Partners. His work so far includes working with state secretaries, legislators, county government, and agency staff to promote and execute changes for more efficient processes and funding procedures to improve the scale and pace of project implementation. His work also includes trust building and collaborative leadership development among partner organizations, in addition to internal staff/team culture development. Guidance regarding structure and governance elements also have grown thanks to John's expertise and commitment to Lancaster's collaborative work.



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Conservation Innovation Fund USDA Climate-Smart Commodities Proposal
Matching Funds Contribution

1) SVP, Project Management:

Salary	% Effort	Annual Funds Matched	Duration	Total Funds Matched
\$200,000	0.13	\$26,000	x 5 years =	\$130,000

2) Indirect Costs: The CIF will match its 10% indirect.

Salary & Fringe	%	Annual Funds Matched	Duration	Total Funds Matched
\$635,939	0.10	\$63,594	x 5 years =	\$317,969

3) CIF Board of Directors: The CIF Board of Directors includes experts from across finance, policy, conservation, business, and non-profit management, each with over 30 years of experience managing strategy, people and budgets in highly relevant environments. The Board founded the organization in 2019, and all members have committed material time to its start-up and operation since inception. All Board Members have market rates (implied from salaries or charged hourly) higher than \$300,000 per year. For the purposes of the CIF-CSC Project, all Board Members have agreed to provide materially discounted rates and long-term commitments to the Project's success.

Rate	Members	Effort	Annual Funds Matched	Duration	Total Funds Matched
\$98/hr	x 6	x 5 hr/wk for 48 wks/yr	\$141,120	x 5 years =	\$705,600

4) State Matching Funds: The Project has received a matching commitment of \$9,000,000 total over 5 years from the State of Virginia Department of Conservation & Recreation (VA DCR) which can be seen in their Letter of Support.

Duration	Total Funds Matched
Over 5 years =	\$9,000,000

5) Other Matching Funds: The Project has received a matching commitment of \$5,000,000 total over 5 years from the William Penn Foundation which can be seen in their Letter of Support.

Annual Funds Matched	Duration	Total Funds Matched
\$1,000,000	x 5 years =	\$5,000,000

TOTAL:

Total Funds Matched
\$15,153,569



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Budget Narrative Questions from USDA submitted on 12-12-23

- 1. How will you ensure that there won't be duplicate benefits to a producer from other projects/programs?**

The CIF Producer Agreement requires Producers to verify that the CIF CSC program is the exclusive provider of payments for environmental units (carbon and water) produced under the program. The Agreement also asks producers to disclose any other conservation related agreements that exist at the time of execution.

- 2. Explain the grant-based payments through state cost share and philanthropic sources of low interest loans and/or grants?**

The CIF has aligned efforts with state agricultural cost share programs to support whole farm plans across the Mid-Atlantic. Through funding up-front conservation planning including Erosion & Sediment control, Manure Management, and other conservation plans, the CIF creates an onramp for these cost share funds to come in alongside the CIF. In many cases cost share funds require these plans as a prerequisite to larger project implementation funds, so the CIF creates an immediate opportunity for additional funding. Additionally, many Mid-Atlantic conservation funders prioritize project implementation above conservation planning, so the CIF also creates an onramp for philanthropic funds.

In addition to aligning grant funds beside the CIF-CSC Project, the Project also has structured low interest operating loan pools using philanthropic capital, which is used to fund operating and project finance cash requirements. These low interest loans serve as a ready source of development capital, allowing the CIF to increase the velocity of conservation planning and project development. In this case, if projects don't ultimately get installed and deliver carbon reductions, the lenders take the risk of non-performance. This innovative structure allocates risk among parties in a way that allows more conservation to take place more rapidly.



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Attachment - Project Narrative

1

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal**Institution Name: Conservation Innovation Fund****PI Name: Callan Walsh Dever****Project Name: *Mid-Atlantic Conservation Innovation Fund***

Clarifying Project Narrative (submitted 3-3-23)

- 1. Please provide more information on the marketing piece of your proposal. More on labeling & sales of Climate-Smart products? What's the vision after grant period is over? Potential premium to producer?**

Through this Project MDVA Milk will develop a new dairy supply chain that prioritizes climate-smart practices and pays for adoption and implementation of practices. Historically dairy farmers are paid based on their performance on milk quality and farm practices related to measurable outcomes of somatic cell counts (SCC) and preliminary incubation (PI) bacteria. The lower SCC and PI count the higher the per hundredweight (cwt) premium the farm receives each month. The milk quality incentive program has shown a measurable difference in milk quality and incentivizes the quality milk that the market is demanding. The Project will recognize, prioritize and compensate farmers for adopting conservation practices and measuring the outcomes of those practices. We anticipate that the Project will accelerate the adoption of practices and gain direct buy-in and support from participating farms, resulting in long-term success of the Project. Sustainability is a journey, and our farmers need to see a direct correlation between the way they farm and the way the marketplace compensates them.

The Project engages with major dairy retailers across the region to address Scope 3 Supply Chain objectives. The potential to incorporate the Project's climate-smart approach into product labeling and sales will depend largely on effective collaboration across the supply chain. Project leaders are in discussions with two major retailers about point-of-sale loyalty programs and marketing campaigns that address the regional dairy supply chain and support watershed sustainability and carbon sequestration. Ultimately, the success of these point-of-sale and marketing programs relies on a commitment from all segments of the supply chain to i) value; and ii) equitably allocate potential premiums for climate-smart products.

The Project has a unique opportunity with South Mountain Creamery (SMC), a producer of organic milk (using regenerative climate-smart production processes) that sells direct-to-consumer as well as through Whole Foods. This unique distribution channel provides extensive latitude to explore a regional climate-smart mark or label as part of the SMC strategy. The Project intends to engage Amazon/Whole Foods through existing relationships to discuss possibilities for unique CSC approaches. Since USDA, Amazon and Whole Foods all have a major presence in Washington, DC and the Mid-Atlantic, Project leaders consider this a priority strategy to demonstrate the powerful potential of the CSC program.

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

- 2. Please provide more information regarding the marketing of Climate-Smart Commodities through the supply chain and to the consumer? How will this all be done? Vision of project now & after grant period is over?**

Farmers are willing to adapt and change to meet the needs of the marketplace – they just need help on their journey to become more resilient and provide measurable outcomes to demonstrate that dairy is an environmental solution. MDVA Milk has demonstrated success with its dairy farmers that shows they will act when financial incentives are provided from the marketplace. Dairy is a climate-smart commodity that can not only provide nutrition to the world but also help to reduce emissions, while at the same time farming the land in a way that it will remain productive for generations.

The Project will also test the willingness for dairy supply chain customers such as Costco, Ahold Delhaize, Wal-Mart, Turkey Hill, HP Hood and others to pay for climate-smart practices. Many large food companies have made commitments to reduce their scope 3 emissions – this pilot project will allow us to test how much they are willing to commit at the farm level to reduce their environmental impact. Developing a fund and system that can measure the impact and provide measurable results back to the food companies will facilitate adoption throughout the industry supply chain and the ability to scale.

- 3. In the narrative it was stated that the project expects to sequester 140,000 ton of GHG from 100,000 acres plus an additional 150,000 tons of GHG as a result of incremental state & local project funding for whole farm plans. Please explain?**

The funding provided by the CIF CSC as up-front technical assistance, including agricultural erosion & sediment control plans (E&S) and comprehensive nutrient management plans (CNMP) serve as a valuable “gateway” not only to Project capital provided by the CIF, but to project capital that is available in the Mid-Atlantic through more traditional programs including state cost share programs and other state level agricultural support programs. As the “first mover” on creating new producer relationships, the CIF will move producers from initial CSC-backed conservation planning and funding into more traditional conservation funding pools over time, as possible.

In Virginia, the CIF has established a robust relationship with the Department of Conservation and Recreation (DCR), which will provide immediate parallel funds to complement CIF capacity, as part of its matching commitment. In these cases, CIF projects will have clear delineation and only CIF-funded and quantified projects will count directly toward GHG reductions on the CIF-USDA grant.

Additional state cost share programs in Maryland and Pennsylvania have capacity to execute a similar strategy. These secondary capital flows dramatically increase the leverage provided by the CIF-CSC program.

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

4. In the narrative it was stated that the project expects to sequester 140,000 ton of GHG from 100,000 acres plus an additional 150,000 tons of GHG as a result of incremental state & local project funding for whole farm plans. Please provide additional information on how these number were calculated.

The Project expects to sequester 140,000 tons of GHG from the practices paid for under this grant and an additional 150,000 tons of GHG as a result of the conservation plans created. Based on previous ESMC and CIF pilots, as well as models such as COMET and DNDC, the Project anticipates generating an average of 0.7 tons GHG sequestered per acre for practices involving crop systems and 0.35 tons of GHG for the other practice categories. Based on the initial practices that will be targeted in each round of farm enrollment, that means the Project assumes 0.7 tons GHG sequestered/acre/yr for Round 1 of enrollment and 0.35 tons GHG sequestered/acre/yr for Rounds 2-4:

Round 1 of enrollment: 30,000 acres * 4 years of enrollment * a rate of 0.70 tons reduced / acre / year = 84,000 tons of GHGs reduced

Round 2 of enrollment: 35,000 acres * 3 years of enrollment * a rate of 0.35 tons reduced / acre / year = 36,750 tons of GHGs reduced

Round 3 of enrollment: 20,000 acres * 2 years of enrollment * a rate of 0.35 tons reduced / acre / year = 14,000 tons of GHGs reduced

Round 4 of enrollment: 15,000 acres * 1 years of enrollment * a rate of 0.35 tons reduced / acre / year = 5,250 tons of GHGs reduced

TOTAL	100,000 acres	140,000 tons of GHGs reduced
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The Project works with producers to create conservation plans (also known as whole farm plans). These plans include a range of practices based on farm operating, animal husbandry, conservation and financial characteristics of farm operations. The Project will prioritize direct funding of practices that maximize GHG sequestration and water quality benefits. Simultaneously, the Project will align third party funding from other state and local (non-USDA/NRCS) sources that addresses all facets of whole farm plans. Conservation plans provide a powerful on-ramp to unlock a farmers' capability to implement conservation practices and a gating factor to unlock maximum GHG sequestration and other conservation values. Alignment of CIF and third-party funding will create a source of leverage for both CIF reductions (140,000 tons GHG) and related third party funded reductions on the same farms (150,000 tons GHG).

5. Please provide example(s) of stacking practices for environmental benefits and realized scaled practice implementation.

Many USDA-compliant agricultural best management practices (BMPs) that produce both carbon and water quality benefits. The CIF is deeply engaged in both markets and working to align carbon benefits with corporate Scope 3 supply chain demand for carbon units, and water benefits with demand for regulated entities (eg. municipality and states in the Mid-Atlantic) for water quality reductions.

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Furthermore, corporations have an increased urgency around water quality in their supply chains, and the CIF expects demand to materialize for corporate Scope 3 water quality. For example, a dairy farmer that produces row crops for feed systems would potentially install cover crops, no till, forested buffers, and manure management systems. All these systems have potential carbon and water benefits. When the CIF engages a producer, the technical assistance and engineering teams assess all potential environmental benefits and related value chains that could accrue to the producer and delivers solutions that generate maximum benefits. Further, both carbon and water quality are aligned with a comprehensive soil quality agenda, so the CIF's holistic approach drives maximum environmental and economic value.

- 6. In your resubmission you explain more about the grant-based payments through the state & philanthropic sources of low interest loans/grants. The question is are these bridge type loans that are repaid when cost share is paid? Are the loans for the portion not covered by cost share? If they are a longer termed loan what is the term & interest rate? Any information would be helpful.**

The Program Related Investments (PRI) being utilized as bridge loans will provide working capital and project finance for the implementation of projects - in advance of repayment from (i) cost share and/or (ii) market-based payments from corporate partners. These working capital loans are underwritten by philanthropic/ mission-based lenders, and structured to provide subsidized rates. Loan terms range from 5 to 20 years.

- 7. Will all climate smart agriculture practices implemented through this project meet NRCS practice standards? What is your process for ensuring that implementation of the practices meet NRCS standards?**

All CIF practices will align with NRCS conservation practice standards. All partners on the Project are deeply familiar with NRCS practice standards and measurement protocols in the Mid-Atlantic, and existing CIF projects in Virginia, Pennsylvania and Delaware reflect such standards. Compliance is based on information produced and distributed via USDA-NRCS through its website and other locations:

<https://www.nrcs.usda.gov/resources/guides-and-instructions/conservation-practice-standards>

Compliance with NRCS standards will be confirmed in multiple stages of the Project development and implementation process:

- i) As part of the CIF quantification methodologies (COMET, DNDC, NTT), practice standards will be confirmed for eligibility and efficiencies as provided for in NRCS databases;
- ii) Implementation practices will be confirmed as consistent with NRCS practice standards through contract with agricultural engineers and landowners; and

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- iii) Practices will be verified as NRCS-compliant as part of the CIF verification process, as executed by agricultural engineers and required by project contracts and landowner agreements.

In some cases, the Project would like to advance practices that are still under review and in development by USDA (NRCS draft form). In these cases, the Project expects to coordinate with NRCS to determine status of eligibility and practice standards. This is particularly true in the dairy industry, where various emerging practices have not yet received approval as NRCS standards. The Project expects to engage with NRCS informally as well as formally through providing comments to proposed revisions to the National Handbook of Conservation Practices for the Natural Resources Conservation Service.

<https://www.federalregister.gov/documents/2022/05/17/2022-10537/proposed-revisions-to-the-national-handbook-of-conservation-practices-for-the-natural-resources>

8. Will any practices involve ground disturbance below the plow zone, such as fencing?

The Project expects potential ground disturbance below the plow zone for the following practices:

- i) Fencing for grazing practices – prescribed grazing, cropland grazing, and buffers will often include exclusion fencing to keep animals out of wetlands/riparian areas and/or cross fencing to divide contiguous pastures into smaller pastures. For prescribed grazing, usually some portable fencing is used (does not affect below plow zone) but in combination with permanent fencing. Fence posts usually go in the ground ~36 in.
- ii) Stabilizing stream banks and sediment basins could disturb soil below the plow zone, depending on the site.
- iii) Storm water runoff control, depending on the site and what land preparations are necessary to divert/control water flow.
- iv) Liquid manure storage will most often involve ground disturbance below the plow line. Dry manure storage and heavy use areas might also require disturbance, but that is less likely.

9. Technical assistance is the responsibility of the grant recipient. Please clarify in your proposal how Team Ag & Red Barn Consulting will be providing the technical assistance.

The Project sub-awardees engage with farmers to do outreach, technical assistance, and enrollment. These sub-awardees include Alliance for the Shenandoah Valley, Alliance for the Chesapeake Bay, Maryland & Virginia Milk Producers Cooperative, Stroud Water Research Center, and Lancaster Clean Water Partners. The company (“Company”) contracted by CIF through a publicly advertised RFP will integrate services following that engagement. The Company will perform the work of planning, design, and implementation of practices.

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal**10. Please explain more about SustainCERT verified assets. How will these assets be marketed and who is the targeted consumer?**

SustainCERT is a global carbon impact verification organization bringing credibility to climate action through the world's first software platform for digital verification and management of credible claims for carbon markets and value chains. SustainCERT empowers businesses, investors and carbon project developers to measure, report and verify their environmental impact claims to ensure climate pledges bring real, meaningful impact on the ground.

Founded as an independent standalone company in 2018 by the Gold Standard, SustainCERT's approach aligns with, and contributes to, leading international frameworks including the Sustainable Development Goals, the Greenhouse Gas Protocol. SustainCERT is also the co-founder of the Value Change Initiative, a multistakeholder forum bringing together some of the world's largest companies, leading civil society actors and internationally recognized frameworks to collectively define best practice and drive down Scope 3 emissions at scale.

Program Validation & Verification:

- Press release announcing ESMC program validation with SustainCERT: <https://sustain-cert.com/esmc-is-the-first-us-market-program-to-achieve-multiple-milestones/>
- Eco-Harvest is the first program in the US to reach program validation and project verification for cropland systems under the SustainCERT Value Change Initiative (VCI)
 - It provides independent 3rd party verification that scope 3 supply chain emissions factors (EF) generated by ESMC are deemed *materially correct* and can be used by corporates to meet annual intervention claims
 - It ensures *credibility* for buyers and sellers: assurance against accusations of green-washing or green-wishing
- *Program validation* provides assurance that ESMC aligns with and meets VCI program requirements to generate EF that corporates can use to report the EF from interventions in their agricultural crop-related supply chain
- *Project verification* provides assurance that the verified EF are materially correct and can be used to show progress towards a reporting company's science-based climate mitigation targets – *and* can be shared by others in the supply chain

Marketing and Sale of Credits:

- Targeted Consumers-- Corporations and other private sector organizations with Scope 3 supply chain commitments that fall within the supply shed for which emissions reductions are achieved for specific crops and/or livestock production systems that are the focus of the Project.
- Marketing & Sale-- ESMC is a member-based consortium that represents organizations across the agricultural supply chain and value chain. ESMC will market the Project and the generated scope 3 supply chain credits to members that include CPGs, retailers, processors, and manufacturers that are eligible to purchase the credits (because they

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purchase the commodities associated with the credits, from the respective supply sheds where projects are located).

ESMC is developing a digital marketplace platform that will allow for ease of transaction of credits for interested buyers. ESMC plans to place any available credits generated from this Project on the marketplace to advertise to buyers and facilitate purchase.

11. How will your project utilize the COMET Tool & DeNitrification-Decomposition (DNDC) tools to measure carbon?

ESMC's scope 3 supply chain market program is the first nationally accredited program by SustainCERT and the Gold Standard to have achieved program and Project validation and verification for agricultural outcomes in the United States. SustainCERT provides validation and verification services for the Gold Standard, a global carbon market and UN Sustainable Development Goals (UNSDG) and scope 3 supply chain certification body. That accreditation is based on GHG quantification using the DNDC model to generate verified greenhouse gas (GHG) emissions reductions outcomes for scope 3. To generate verified scope 3 supply chain soil carbon removals, we utilize both robust soil sampling coupled with DNDC quantification. Our corporate buyers and members require this independent validation and verification by a global independent authority in carbon and ecosystem services markets to assure scientific validity and credibility to both buyers and sellers in our program.

To meet the requirements of this USDA grant program Project Partners will also input the necessary data into the COMET Tool to estimate changes to GHG emissions and soil carbon. However, Project participants would like to know which COMET tool is required for use in this Project, and specifically, which version of the specific tool if different versions are available. We note that this site describes COMET-Planner: <http://www.comet-planner.com/>; while this site describes COMET-Farm: <https://comet-farm.com/>. Both sites reference a September 2022 update to each tool. It is imperative that we understand which tool is required to meet USDA needs.

12. Please include additional detail about the timing of project expenses and potential quarterly milestones.

The Project has an existing pipeline of more than 50 producers that already have plans or are prepared to develop plans, and to implement new carbon sequestration and water quality projects within targeted supply chain footprints. The ramp-up of capacity will happen over the first year of the grant, with new FTEs added across partner organizations (see revised Budget Narrative). Accordingly, initial projects will focus on practices and projects with low barriers to entry such as high resolution no-till and cover cropping. Nutrient management plans and nutrient management practices will follow as additional planning capacity comes on board, and as Project quantification and management systems advance. Likewise structural practices will

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ramp up in years two through four and more advanced practices (eg. manure injection) in years three through five.

Once the USDA-CSC contract is executed, the CIF will move swiftly to provide advanced funding under a revolving line of credit (LOC) from its foundation partners, to increase the velocity of Project execution. Overhead expenses will remain relatively fixed across the life of the Project, while implementation expenses will ramp up in line with onboarding of producers and further collaboration with supply chain partners. The Project expects to deliver on quarterly milestones that reflect an increase in producer engagement as the starting point to cumulative plans, projects, and offtake.

13. If manure & other products will be spread on land a nutrient management plan will be required. What is your plan to get a nutrient management plan completed?

The Project develops nutrient management plans (NMPs) through multiple channels: NRCS, SWCD's, private TSP's or certified partner staff members complete these plans. Plans reflect a central "value-add" of the Project, since often the completion of such NMPs is a prerequisite to larger Project funding. CIF partners are well versed in Erosion & Sediment control plans, NMPs and other whole farm plans that drive conservation values across the entire farm footprint. See #7 below.

14. Please describe any potential project activities that may involve concentrated animal feeding operations (CAFOs)?

Yes, as a dairy cooperative, MDVA Milk has members that are CAFOs and are interested in leading the industry in sustainability innovations. These members provide a robust pipeline for collaboration and practice development that improves the carbon footprint of CAFOs.

15. Who will be doing the burn plans for the prescribed burns? How often and how big of acreage do you anticipate doing prescribed burns on?

The Project will no longer include prescribed burning in its list of potential practices.

16. Are there any special feed additives included in project? Are there any special state or federal approvals needed for these feed additives?

As feed additives become FDA approved for use in dairy feeding operations, they may be included as a practice that is part of this initiative.

17. Are you proposing to implement any practices on land that is not currently used for agriculture production? No.

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Attachment - Project Narrative

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Project Narrative

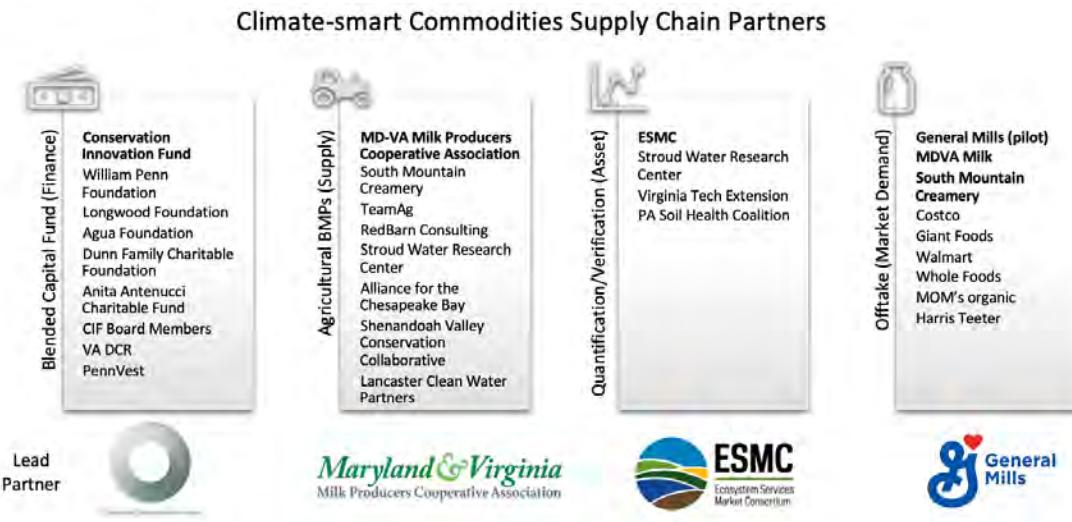
i. Executive Summary of Pilot Project, including:

A. Contact Information

Callan Walsh Dever, Managing Director, Conservation Innovation Fund
 3028 New Mexico Avenue, NW, Washington, DC 20016
cwdever@conservationinnovationfund.org; c: 202-230-1746

B. List of Project Partners

The Mid-Atlantic Conservation Innovation Fund Climate-Smart Commodities project (the “Project”) builds on an existing partnership between the Conservation Innovation Fund (CIF), Ecosystem Services Market Consortium (ESMC), and the Maryland & Virginia Producer’s Cooperative Association (MDVA Milk) to expand climate-smart commodity initiatives across targeted watersheds in the Mid-Atlantic.



1. **Conservation Innovation Fund.** The CIF is a non-profit conservation finance fund that supports the systemic deployment of capital, conservation, and climate-smart commodities marketing activities across the agricultural supply chain. The CIF develops and markets carbon, water, and biodiversity assets across privately held farmland in the Mid-Atlantic region. To date, the CIF's development phase has been funded by more than \$2mn in cash and contributed capacity including from NRCS Conservation Innovation Grants and private foundations focused on conservation finance and agriculture. *Callan Walsh Dever, CIF Managing Director, is the Project Manager, and the CIF Board of Directors will support (in-kind) project activities. See: <https://www.conservationinnovationfund.org/>*
 - 1.1. The CIF provides capital management, project management and business development/market offtake functions for the Project. The CIF will align and oversee technical assistance, quantification, verification, and farm-level implementation activities provided by partners and third-party contractors.



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2. **Ecosystem Services Market Consortium (ESMC).** ESMC is a market collaborative formed in 2018 to develop a voluntary, national scale ecosystem services market that quantifies and monetizes ecosystem service attributes from working agricultural lands. ESMC's voluntary, market-based program and its research consortium (ESMRC) enables and encourages agricultural producers to adopt and sustain conservation management practices that improve soil health, reduce GHG emissions, and improve water quality and water use impacts. ESMC's 30+ corporate members focus on achieving stated goals on environmental impacts, shareholder and stakeholder expectations, or regulatory obligations. *Debbie Reed, Executive Director of ESMC, is a member of the Project Leadership Team, along with Stacy Cushmanberry, ESMC Sr. Project Manager.* See: <https://ecosystemservicesmarket.org/about-us/esmc-membership/>
 - 2.1. ESMC provides technical assistance, quantification and verification for farm-level implementation and voluntary corporate offtake related to carbon sequestration.
3. **Maryland & Virginia Milk Producers Cooperative Association (MDVA Milk).** MDVA Milk is a farmer-led cooperative of 950+ producers in the Mid-Atlantic. The first cooperative in the region to create a dedicated sustainability team, MDVA Milk producer members are known as progressive champions for sustainability. MDVA Milk's Turkey Hill Clean Water Partnership earned the Innovation Center for US Dairy's Outstanding Supply Chain Collaboration Award in 2020. MDVA Milk supplies major retail outlets across the Mid-Atlantic including Costco, Giant, Turkey Hill, Sheetz, Shoppers Food Warehouse, Wawa, Walmart and Walgreens, among other smaller outlets. *Lindsay Reames, MDVA Milk EVP of Sustainability and External Affairs, is a member of the Project Leadership team.* See: <https://mdvamilk.com/sustainability/>
 - 3.1. MDVA Milk provides the Project's producer backbone, leveraging trusted relationships across its base of primarily small producers in the region, and actively collaborates with CIF and ESMC on quantification and climate-smart commodities partnerships.
4. **South Mountain Creamery (SMC).** SMC is a farmer operated and family owned farm, creamery, home delivery service, and wholesaler. SMC delivers high-quality products in the Mid-Atlantic region, under four proprietary brands, including South Mountain Creamery and Trickling Springs Organic. SMC supplies Whole Foods, MOMs Organic and Harris Teeter, among other retailers. See: <https://southmountaincreamery.com>.
 - 4.1. SMC provides a boutique direct-to-market climate-smart commodity channel for the Project. SMC actively collaborates with CIF and ESMC on quantification, and leads an effort to brand and market climate-smart commodities.
5. **Stroud Water Research Center (SWRC)/PA Soil Health Coalition (PSHC).** SWRC is a national leader in conservation science related to agricultural practices. SWRC's work includes intensive studies of land use impacts from ag-BMPs and balances the need for clean water and healthy soils with productive and profitable farms. The Project's BMP installations leverage SWRC's extensive data analysis capacities and its role as the manager of the PSHC. See: <https://stroudcenter.org/>, <https://www.pasoilhealth.org/>



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- 5.1. SWRC provides technical assistance, quantification and verification for farm-level implementation and voluntary corporate offtake related to carbon sequestration using the COMET Farm Model.
6. **Virginia Department of Conservation & Recreation (VA DCR).** Since early 2020, the CIF has partnered with leaders of the EPA Chesapeake Bay Program to advance a public-private, market-based conservation solution in the Mid-Atlantic. See:
<https://www.dcr.virginia.gov/soil-and-water/>
 - 6.1. VA DCR and its Soil and Water Conservation Division Director, James Martin coordinates with the Project to align non-Federal State resources behind the Project's climate-smart commodities agenda.
7. **PennVest.** PennVest is the Pennsylvania State Revolving Fund, and has a \$240mn annual budget in 2022 to support watershed conservation activities.
 - 7.1. PennVest will coordinate with the Project to align resources behind climate-smart commodity implementation and partnership efforts in Pennsylvania. PennVest will work alongside select corporate Project partners to advance climate-smart supply chains and is enthusiastic about the opportunity to support such an important USDA agenda.
8. **Agricultural Consultants/Technical Service Providers (TeamAg, RedBarn Consulting).** The Project directly engages a priority set of agricultural consultants that serve the Mid-Atlantic. The Project contracts directly with these consultants and other Certified Conservation Planners (CCPs) and Technical Services Providers (TSPs) to provide technical assistance to producers. See: <https://www.teamaginc.com/>, <http://www.redbarnag.com/>.
 - 8.1. TeamAg and RedBarn consulting will engage with their large installed base of agricultural producers to quickly expand implementation of climate-smart practices across the Mid-Atlantic.
9. **Alliance for the Chesapeake Bay (ACB).** ACB is the leading regional conservation organization focused on Chesapeake Bay watershed health. Alongside MDVA Milk, ACB has developed agriculture supply chain partnerships over the last four years with Giant Foods and Turkey Hill Dairy. The surgical alignment of CIF, ESMC, MDVA Milk and ACB creates an integrated supply chain for climate-smart commodities in the Mid-Atlantic. *ACB Director of Agriculture Jenna Mitchell is a member of the Project leadership team.* See
<https://www.allianceforthebay.org/agriculture/corporate-collaboration/>
 - 9.1. ACB supports producer engagement and technical assistance across the Project's producer network and collaborates with CIF and ESMC on market offtake efforts.
10. **Alliance for the Shenandoah Valley (ASV) and Shenandoah Valley Conservation Collaborative (SVCC).** ASV is the leading conservation organization in Virginia's Shenandoah Valley. SVCC, a project of ASV, advances conservation outcomes through partnerships with over 20 local and regional nonprofit organizations, state service providers, and agencies



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across the Commonwealth of Virginia. See:

<https://shenandoahalliance.org/project/shenandoah-valley-conservation-collaborative/>

10.1. ASV and SVCC provide critical place-based producer outreach and integration, along with strategic direction on approach and interaction with priority stakeholders.

11. Lancaster Clean Water Partners (LCWP). LCWP is a Lancaster County, Pennsylvania collaborative partnership of local leaders in business, municipal public service, higher education, conservation planning, and non-profit management to drive sustained watershed conservation in south-eastern Pennsylvania. Lancaster has a large population of small, underserved Plain Sect farms and presents unique opportunities to address priority agricultural pollutants to the Chesapeake Bay. See:

<https://lancastercleanwaterpartners.com/common-agenda/>

11.1. LCWP provides critical place-based producer outreach and integration, along with local strategic direction on approach and interaction with priority stakeholders in the agriculture supply chains in Pennsylvania.

12. Virginia Tech Extension (VTE)/Virginia Soil Health Coalition (VSHC). VHSC is a membership-based organization that develops collaborative approaches to scale soil health adoption on the state's agricultural acres. VTE's Shenandoah Valley Technical Extension Center provides extensive science- and research-based analysis of ag-BMPs in the Shenandoah Valley. See:

<https://www.virginiasoilhealth.org/people>

12.1. VTE/VHSC provides guidance related to soil health practices and measures, economic benefits of soil health, and research-based information on various implementation strategies. VTE also helps the Project to align diverse partners for adoption of ag-BMPs.

C. List of underserved/minority-focused project partners

A dedicated Project component focuses on engaging and enrolling black, indigenous, people of color (BIPOC), under-represented, underserved and small agricultural producers and communities in the Mid-Atlantic. More than 96% of producers in the Project's targeted Mid-Atlantic geography qualify as small, family-owned agricultural producers. Priority underserved and minority producers in this region include Amish and Mennonite farmers, female farmers, and black farmers. MDVA Milk, ACB, ASV/SVCC and LCWP all focus efforts specifically on engaging with these minority and underserved producers.

Lancaster, Pennsylvania is home to the country's oldest and largest Amish community. Approximately one-third of the Amish population in the area still farms their land and the majority are opposed to receiving government assistance. This creates a large underserved market. Virginia's Shenandoah Valley has similar Plain Sect community demographics. The Project has actively embraced these communities by joining community meetings, engaging in active discussion related to new ag-BMP commitments and assisting with stormwater fee reductions in priority locations.

The Project's executive leadership and board specifically embrace female producers across the



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region, and support creating a network of female producers positioned to promote sustainability agendas. 35% of producers in the target geography are female, presenting a compelling opportunity to embrace this key demographic. The Project is engaged with Virginia Women in Agriculture and Pennsylvania Women's Agriculture Network.

D. Compelling need for the project

The increasing threat of climate change on domestic food systems, and the related opportunity to reduce GHG emissions from agriculture and to sequester carbon in agricultural soils present immediate and compelling opportunities in the Mid-Atlantic. Agriculture is the largest commercial sector in Pennsylvania (\$135bn), Virginia (\$70bn) and Maryland (\$17bn), with major broiler, dairy and cattle operations contributing to the region's economy and way of life. Yet, local agriculture is threatened and many small farmers struggle to make ends meet. In the Mid-Atlantic, the preponderance of dairy and cattle farms - primarily small, family-owned operations - face economic and sustainability challenges that provide immediate opportunity to bolster agricultural incomes while contributing to the sector's GHG reductions.

Dairy and cattle operations in the Mid-Atlantic present the greatest opportunity to address agricultural GHG emissions and to financially reward small producers. MDVA Milk's membership of 950+ producers across 100,000+ acres of private farmland provides a ready pipeline for farm-level implementation. Members face a year-long wait list for conservation and nutrient management planning. The Project immediately tackles this existing backlog of producer demand for sustainability plans and practices. This climate-smart commodities project will provide an on-ramp and serve as a catalyst for additional state and private capital to bolster the implementation of whole farm plans.

E. Approach to minimize transaction costs associated with project activities

The Project minimizes transaction costs by executing a surgically structured operating plan that leverages existing expertise and capacity across its partnership. In addition to pooling ag-BMP implementation across multiple producers, the Project relies on a mix of private, public, and non-profit financial and operational enterprises - with commercially oriented enterprises driving execution across the climate-smart commodities supply chain. The CIF, ESMC and MDVA Milk have aligned commercial operating objectives and leadership and management systems to drive transaction volume and value across the entire climate-smart commodities supply chains. This novel partnership positions the Project to outpace competing projects in the Mid-Atlantic. The Project expects to set a national standard for how to efficiently develop, quantify, and market climate-smart commodities through aligning existing capacities of local and regional non-profits and the public sector with commercial enterprises focused on finance, quantification and transaction management. The Project reflects a new type of hybrid operating model, poised to deliver meaningful impact with maximum efficiency.

F. Approach to reduce producer barriers to implementing CSAF practices for the purpose of marketing climate-smart commodities

Barriers to implementing climate-smart agricultural practices in the Mid-Atlantic include (i) insufficient upfront funding for project planning and implementation (ii) lack of incentive for producers to implement ag-BMPs on small farms; (iii)



Maryland & Virginia
Milk Producers Cooperative Association

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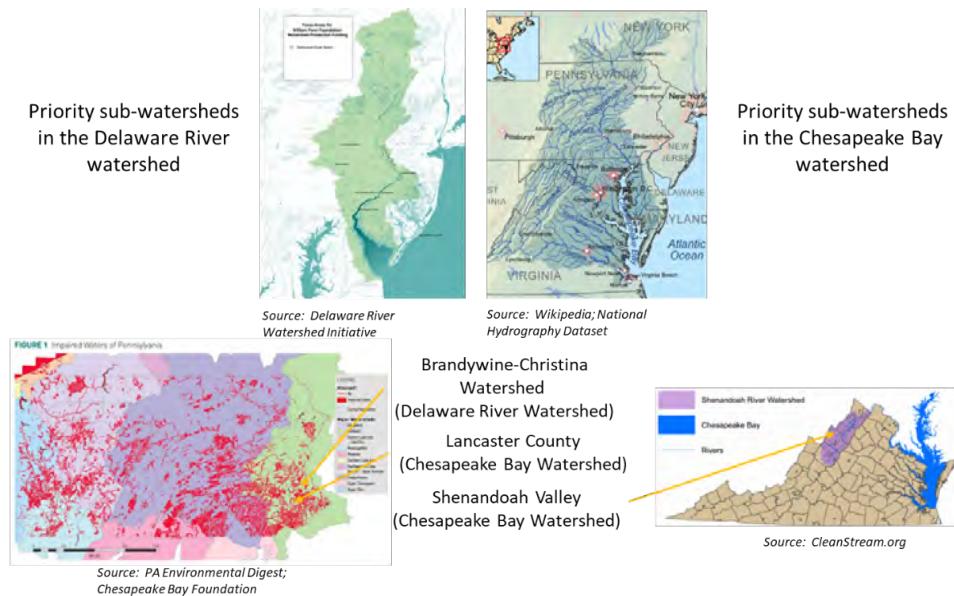
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limited availability and alignment of relevant technical expertise to advise producers on climate-smart practices in their operations; (iv) lack of uniform quantification methodologies and capacities that support producer implementation and corporate purchase of Scope 3 carbon insets; and (v) fragmented connections to potential corporate purchasers. The Project's clear production and distribution channels address each of these key barriers strategically, tactically, and efficiently.

G. Geographic Focus

The Project focuses on the Mid-Atlantic region, with specific scaled footholds in Pennsylvania and Virginia. The Project may expand into additional Mid-Atlantic geographies, such as Westmoreland County, Pennsylvania, dependent upon corporate supply chain demand.



H. Project management capacity of partners, including a description of existing relationship with and/or prior experience working with producers or land owners, promoting climate-smart activities and marketing climate-smart commodities

Project participants encompass well-established organizations focused on agricultural production, conservation implementation, conservation finance, environmental asset quantification and climate-smart commodity markets. The participants have more than 20 decades of combined experience working directly with agricultural producers on priority conservation agendas across the Mid-Atlantic. Project leaders are nationally recognized as innovators in environmental markets and climate-smart commodity projects. The Project is well-established in the Mid-Atlantic through the deep roots of MDVA Milk (Est. 1920), ACB (Est. 1970) and SWRC (Est. 1967). LCWP and ASV demonstrate a strong local presence. TeamAg and Redbarn Consulting lead the agricultural sector in the provision of on-farm expertise in the region. The Project engages with major state-level conservation and finance institutions through alignment with VA DCR and PennVEST. *See sec. i(B) for a full list of Project participants and management capacities.*



Maryland & Virginia
Milk Producers Cooperative Association

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ii. A plan to pilot climate-smart agriculture and/or forestry practices on a large scale, including:

A. Description of CSAF practices to be deployed

The Project focuses on CSAF practices that deliver quantified carbon reductions in line with verified, validated models that meet stringent ESG reporting standards. Priority practices will include activities of specific interest to dairy producers (eg. nutrient management, manure management), beef producers (rotational grazing, livestock exclusion) and feed systems (cover crops, no-till). Activities further align with Scope 3 demand from identified climate-smart commodities partners in the Mid-Atlantic, including General Mills, Whole Foods and Giant Foods and Costco. CSAF practice implementation prioritizes return-on-investment measures (carbon value per dollar spent), and durability factors.

While current climate-smart practices nationally focus almost exclusively on cover crops and no-till as the practice of choice for carbon values, the Project will clarify the unique requirements of producers in the Mid-Atlantic and inform the broader market about opportunities and limitations in this geographic area. CSAF practices with high relevance to the Project include:

Cover Crops/Legume inter-seeding	Low-till or no-till	Soil amendments	Enhanced efficiency fertilizers
Manure management	Feed management	Prescribed grazing	Nutrient Management
Buffers/Tree Planting	Exclusion Fencing	Prescribed Burning	Wetland/grassland management

These practices are standard, well-understood and researched ag-BMPs in the Mid-Atlantic. To date, most efforts in the region have focused on water quality enhancements, in line with EPA Total Maximum Daily Load requirements under the Clean Water Act. The expansion of the conservation and supply chain sustainability objectives to include net GHG reductions began several years ago but has focused primarily on forested ecosystems. Priority water quality ag-BMPs and those that produce net GHG reductions overlap almost entirely. Accordingly, these well-established practices provide a natural opportunity for the Project to stack environmental benefits across carbon and water and realized scaled practice implementation.

B. Plan to recruit producers and land owners, including estimated scale of the project (e.g., number of land owners, acres targeted, head of livestock, etc.)



Maryland & Virginia
Milk Producers Cooperative Association

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The Project is currently recruiting producers for ag-BMPs that sequester carbon and improve water quality through its recruitment team, including MDVA Milk, ASV/SVCC, LCWP, SWRC and regional agricultural consultants and TSPs. The Project's recruitment efforts benefit from alignment with State Conservation Districts in Virginia and Pennsylvania through relationships with VA DCR and LCWP's position as the County-wide Action Plan coordinator. The target geographies and existing Project relationships provide a concentrated supply of dairy and beef producers, and expansive opportunities to engage in new sustainability practices. While the presence of cover crop and no-till practices in the region is higher than in other regions, ample opportunity exists to add underserved (eg. Amish, Mennonite and minority) producers, and to expand both in-field and edge-of-field practices.

During the five-year project period, the Project targets enrollment of a minimum of 975 farms across more than 100,000 acres. While many producers operate multiple farms, the average farm size in the targeted Mid-Atlantic geographies is just over 100 acres. The Mid-Atlantic continues to occupy a critical economic foothold for dairy and beef industries, and a priority geographic location for nationally leading market-based climate-smart commodity efforts. The Project's commercially driven strategy is uniquely positioned to engage producers in targeted sub-watersheds in alignment with corporate climate-smart commodity objectives.

Current Producer Enrollment Specs. – Carbon & Water

Water and/or Carbon Payments

Your Farm May be Eligible
for \$7.50+/ acre*

WATER How it Works

- Farmer or landowner identifies the qualifying practice he/she plan to implement.
- Contact Partners listed on opposite side to enroll.
- Sign up for 5 year contract (with optional renewal periods up to 20 years)
- Receive up-front payment for BMP
- Maintain practice for contract duration
- Allow for semi-annual verification of practice implementation, photo/ on-site verification processes with preferred consultants or providers;
- Receive ongoing operations and maintenance payments for additional renewal periods

CARBON How it Works

- Farmer or landowner identifies the qualifying practice changes for implementation.
- Contact Partners listed on opposite side to enroll.
- Enroll for 1 year pilot contract (with optional 5 year renewal periods up to 20 years)
- Allow initial soil sampling results will be provided to the farmer or landowner for their own use
- Maintain practice for contract duration
- Allow for second round of soil testing (with no cost to farmer)
- Receive up-front payment of \$4/acre plus additional payments based on measured carbon and Green House Gas sequestration

Qualifying Practices**

- Vegetative buffers and upland plantings
- Stream exclusion fencing
- Cover crops
- Rotational grazing
- Grassed waterways
- Contour buffer strips and vegetative and habitat barriers within a field
- Edge of field practices (field buffer, border or filter strip)
- Land use change (cropland to perennial hay/pasture)
- Prescribed burning
- Manure Management (injection, incorporation, variable rate or precision application, nutrient management, timing - no winter application)
- Nutrient Management (changes in source/form, nitrification inhibitors, time release nitrogen, reduced or variable application rate, split application)
- Irrigation Water Management
- Conservation crop rotation (alfalfa/hay, small grains)

*Payments for carbon sequestration are dependent upon soil sample results. Water quality payments cover the cost of BMPs.
** This list may not be exhaustive, please reach out to contacts listed on the opposite side to confirm practice eligibility.

One Set of Practices, Two Potential Markets

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The Revolving Water Fund (RWF) pays for certain on-farm practices (including operations and maintenance) installed on farms by landowners or consultants. Projects using NRCS or SWCD funds are not eligible. Payments are made up-front to fund practice change or BMP installation. The RWF covers the full cost of implementation and requires semi-annual verification.
Enrollment deadline: ongoing

Ecosystem Services Market Consortium (ESMC) pays for soil carbon stored through practice changes or upgrades on farms. Through ESMC's pay-for-performance process, payments are issued based on outcomes from soil sampling. Farmers and Landowners receive soil sampling data reports and can expect up to \$7.50/acre depending on practices, paid in Year 2.
Enrollment deadline: March 15

FAQs

- Can farmers participate in multiple programs?
Farmers may "stack" water quality and carbon benefits via contracts with the RWF and ESMC. The RWF provides up-front monetization of economic and environmental benefits for farmers and communities in the region and can advise on various other funding sources.
- What is the verification process?
The RWF requires semi-annual photographic verification of practices. ESMC requires annual soil sampling (1 sample per 4 acres).
- What is the payment structure?
The RWF provides up-front funding for practice changes and BMP implementation. ESMC makes payments for carbon sequestration outcomes based on soil samples. The Conservation Innovation Fund will advance \$4/acre for new carbon sequestration practices.

The Brandywine-Christina Revolving Water Fund (BCRWF) is a nonprofit partnership to increase funding available for farmers in Pennsylvania and Delaware to implement best management practices by quantifying and selling the healthy water, air and biodiversity results from such projects, and reinvesting funds in more agricultural conservation in the watershed.

The CIF is actively pursuing farm partners and participants.
For more information or to enroll, contact:
Callan Walsh
(202) 230 1746
callan@revolvewaterfund.org

C. Plan to provide technical assistance, outreach, and training, including who will be conducting these activities, qualifications and projected timeline

The Project provides technical assistance primarily through private conservation firms including regional leaders TeamAg and RedBarn Consulting, and independent local Certified Conservation



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Planners (CCPs) and Technical Service Providers (TSPs). The availability of such capacity is presently limited in part due to lack of predictable funding streams. The integrated conservation supply chain developed by the Project will create economies of scale for technical service provision.

TeamAg and RedBarn Consulting have both committed to add technical staff to fulfill the immediate requirements of the Project. The Project will support technical capacity at MDVA Milk and ASV/SVCC, who each have a huge backlog of planning demand from producers. The Project will also reserve a pool of capital to support expanded capacity for TSPs with existing relationships with participating and/or targeted producers. The CIF will contract directly for all services, to maintain clear oversight and accountability.

D. Plan to provide financial assistance for producers/land owners to implement CSAF practices

The Project will provide financial assistance to producers through three primary channels: i) down payment to producers for project adoption; ii) direct payment for technical services, and; iii) success payment upon confirmation of GHG sequestration verified by soil samples. Mid-Atlantic producers have indicated that existing farmer payments in the Mid-Atlantic for Scope 3 carbon credits are insufficient to motivate adoption of practice changes. Accordingly, the Project intends to deploy payments from USDA alongside payments from corporate partners to incentivize producer engagement while meeting supply chain demand for climate-smart commodities. The Project budgets \$150 - \$200/acre in planning, implementation and direct payment value to producers. In some cases, the Project expects these financial incentives to be complimented by more traditional grant-based payments through State cost share and philanthropic sources or low-interest loans and/or grants. The CIF's capacity to creatively blend incentive and back-end payments, piggy-back on existing State funding resources, and otherwise stack carbon and water credits provides unique competitive advantage, and positions the Project to dynamically test pricing and payment parameters.

To date, the CIF has secured catalytic capital commitments and project development commitments from the William Penn Foundation, the Longwood Foundation, the Agua Fund, the Dunn Family Charitable Foundation, the Anita Antenucci Charitable Fund, and the National Fish & Wildlife Foundation, in addition to start-up funding from i2 Capital and founding members of the CIF's Board of Directors. These initial commitments follow early-stage project development funding from the NRCS Conservation Innovation Grants program. The Project has received matching commitments of \$9mn from the State of Virginia Department of Conservation & Recreation, and a commitment from PennVest to align its loan portfolio with Project objectives. Additionally, the CIF's lead development funder, the William Penn Foundation, has committed (subject to final board approval) a total of \$1mn/year in a Program Related Investment and below-market blended finance capital to support the Project's climate-smart commodities agenda. These combined commitments provide powerful leverage and set the stage for robust climate-smart commodities markets in the Mid-Atlantic.

E. Plan to enroll underserved and small producers, including estimated number of underserved and small producers participating and associated dollar amounts anticipated to go directly to producers, in the form of technical



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Conservation Innovation Fund USDA Climate-Smart Commodities Proposal**and financial assistance**

The Project's core constituency of producers qualify as "small producers" under the USDA grant guidelines. Based on current pipelines of Project partners, the Project expects that up to 30% of participating producers will represent underserved Plain Sect communities, up to 20% of participants will represent minority and women-led operations, and up to 20% will represent new and beginning farmers. In addition, approximately 5% of producers in the targeted geographies are military veterans. The Project will specifically work with veteran service organizations to ensure former military service member farmers are offered Project opportunities. In total, the Project anticipates that 75% of participating producers (730+ individual producers) will qualify as small and/or underserved.

iii. A measurement/quantification, monitoring, reporting, and verification plan, including:**A. Approach to greenhouse gas benefit quantification, including methodology approach consistent with the section titled "Quantification Requirements" below**

Scientific quantification and verification are of utmost importance in the development and sale of climate-smart commodities. The Project intends to use dual quantification methodologies that meet the gold standard corporate ESG requirements of ESMC's MRV platform, as well as requirements of USDA's COMET tool.

- The Project will use the COMET tool and programming platform to quantify estimated increases in soil carbon and reductions in GHG associated with newly adopted climate-smart practices. SWRC and the PSHC will manage data analysis using the COMET tool, alongside VTE/VSHC in the Shenandoah Valley. COMET is a standard reporting tool used across the Mid-Atlantic and the Project team have extensive experience using COMET for estimating carbon sequestration. For croplands and grazing lands, COMET combines basic estimation equations with default emission factors (cf., IPCC Tier 1); geography-, crop-, livestock-, technology-, or practice-specific emission factors (cf., IPCC Tier 2); and modified IPCC/empirical and/or process-based modeling (cf., IPCC Tier 2 or IPCC Tier 3).
- The Project will also use **ESMC/ESMRC's MRV** platform and programming infrastructure to collect producer data and quantify increases in soil organic carbon (SOC), reductions in GHG emissions and improvements to water quality associated with newly adopted climate-smart practices. The MRV platform fulfills the unique requirements of corporate carbon offtake under gold standards for ESG reporting of carbon and water credits. ESMC's MRV infrastructure digitizes data collection, third party verification, Scope 3 supply chain emissions factor (EF) and impact unit (IU) generation and tracking and sale across the supply chain. The MRV platform uses a combination of soil sampling and modeling. Soil tests are conducted at the inception of piloting and at the project's end (after five years) for participating producers that enroll in the five-year project period. Soil sampling results are shared exclusively with the producer. GHG reductions and avoided GHG emissions and soil



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carbon stock changes are modeled by ESMC's partner Regrow, using the DeNitrification-DeComposition (DNDC) model, a mechanistic model with over 500 peer-reviewed publications used both nationally and globally for GHG inventory reporting in agricultural systems, carbon markets and supply chain reporting¹. The DNDC model is calibrated and validated for use in ESMC's program to meet market requirements for certainty, and to meet verification, certification and corporate reporting requirements. Regrow calculates and reports DNDC model uncertainty using a Bayesian uncertainty model. Uncertainty quantification is utilized to apply discount model estimates to increased SOC and reduced or avoided GHG EF and IU per market standards.

The Project prioritizes streamlined farmer interaction to ensure minimum disturbance to farm operations and to engender trust with producer partners. Project personnel involved in technical assistance and the collection of agronomic and economic data will also participate in the MRV process, in collaboration with an MRV and COMET manager. The CIF's Data Analyst position will serve as a central resource for data collection and analysis for both COMET and the ESMC MRV platform.

In addition, ESMC/ESMRC will train project personnel on program eligibility and requirements, roles and responsibilities, technical enrollment, and data collection requirements. Trained personnel will provide producers technical and data entry assistance and will separately enter producer data into COMET to meet USDA and regional reporting requirements, with oversight from SWRC/PSHC and VTE/VSHC. All MRV platform data will be verified and certified by third-party SustainCERT.

B. Approach to monitoring of practice implementation, including the anticipated number of farms and acres reached through project activities

ESMC/ESMRC's MRV platform utilizes Regrow's Operational Tillage Information System (OpTIS) remote sensing tool for systematic provision of information regarding the spatial and temporal dynamics of soil health practices. OpTIS integrates data from multiple satellites, SSURGO, NASS crop data layers, and weather tools, as well as ground measurement validations^{2,3}, and provides maps of adoption of soil health practices including conservation tillage, no-till, cover cropping, crop rotations, and days of green cover. OpTIS serves as both a verification and validation tool, but also enhances quantification, as it communicates directly with DNDC modeling infrastructure. Together these tools improve quantification rigor and reduce verification costs, producer and verifier burdens and enable MRV digitization at scale. ESMC's water-quality credit

¹ <https://www.globalndc.net/publications>

² <https://www.nature.org/en-us/what-we-do/our-priorities/provide-food-and-water-sustainably/food-and-water-stories/technology-is-key-to-sustainable-agriculture-solutions/>

³ Hagen SC et al, 2020, *Mapping Conservation Management Practices and Outcomes in the Corn Belt Using the Operational Tillage Information Systems (OpTIS) and the Denitrification-Decomposition Model*, in *Land* 2020, 9, 408; doi: 10.3390/land9110408.



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protocols will also be applied to offer producers additional value from ecosystem services produced by their diversified rotations.

All participating producers will utilize established COMET and ESMC/ESMRC MRV protocols and processes. Ag-BMP implementation will be monitored by trained project personnel, who will verify that BMPs applied to participating acreage are operating as specified. Practice implementation and performance will also be independently monitored and verified using OpTIS in ESMC/ESMRC's MRV platform. All MRV platform data is exposed to quality assurance and quality control procedures at each step (collection, quantification, and verification) including via automated software checks that flag discrepancies and outliers. Monitoring and verification via OpTIS is validated independently, and in instances where producer reports and OpTIS reports conflict, both human and automated processes are utilized to establish accuracy. Independent verification body SustainCERT validates and verifies ESMC processes and QA/QC procedures in addition to their own verification procedures.

C. Approach to reporting and tracking of greenhouse gas benefits, including the anticipated GHG benefits per farm, per project, per commodity produced, per dollar expended, and the anticipated longevity of GHG benefits (through supply chain-how benefit ownership will be transferred through supply chain)

The Project's primary objective is the generation of GHG benefit to support the development and sale of climate-smart commodities. Based on previous ESMC and CIF pilots, the Project anticipates to generate an average of 0.7 tons GHG sequestered per acre. The Project targets minimum enrollment of 100,000 acres, resulting in 140,000 tons GHG. The Project expects to generate an additional 150,000 tons of GHG as a result of incremental state and local project funding for whole farm plans. In total, the project expects to sequester 290,000 tons of GHG. The Project expects these benefits to accrue across 975+ unique producers. Based on these anticipated outcomes, the Project will achieve 1 ton of GHG benefits per \$86 invested. This reflects the material underpricing of Scope 3 carbon benefits in current carbon markets.

The Project intends to gather commodity sales figures from its network of climate-smart producers to further inform market values of climate-smart commodities produced under the program. The Project's strong climate-smart commodity marketing efforts will ensure benefits transfer through wholesale and retail supply chains. In line with these goals, the Project's reporting and tracking approach aligns closely with corporate reporting standards. COMET estimates, in addition to SustainCERT verified outcomes, will be made available to all relevant USDA, State and regional organizations as a baseline for project reporting and outcome comparison. This will allow apples-to-apples comparisons against other USDA-funded projects using the COMET- and also will allow for a clear distinction between COMET and corporate supply chain reporting requirements as embodied in the ESMC/ESMRC MRV protocols. The Project's dual quantification approach will support producer, USDA and market advance of quantification standards while meeting distinct requirements of unique program participants and funders.



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SustainCERT verified assets generated by participating producers will be marketed for purchase by food and beverage sector corporations to achieve ESG goals, including to meet net-zero goals, supply chain carbon removal and carbon reduction reporting requirements. Specifically, ESMC/ESMRC will apply its ecosystem services market programming to sell high-quality quantified and verified IU and EF units for Scope 3 supply chain members. These assets may also be shared by agricultural supply chain partners to allow co-investments and tracking of intervention-based emissions factors and impact units as appropriate. To facilitate EF sharing and co-investment while preventing double counting, these assets will be tracked on SustainCERT's Emissions Factor Tracking Mechanism. Project partners will jointly develop reports of outcomes that show EMRV outcomes (reported in aggregate, at the project level, for each year of reporting, per unit of commodity) alongside COMET estimates.

D. Approach to verification of greenhouse gas benefits

GHG benefits will be verified according to market and industry standards via third-party SustainCERT. SustainCERT verification aligns with market accounting and reporting standards required by corporates to file annual reports of GHG impacts from interventions in their Scope 3 supply chains. As an independent verification body, SustainCERT validates and verifies the Project's processes and QA/QC procedures and certifies outcomes ('credits', or benefits) according to their established, ISO-compliant and market standards-compliant verification procedures. This market verification approach will provide an extra level of assurance behind COMET-Planner data collection and analysis.

E. Agreement to participate in the Partnerships Network (see entry below in "Considerations for Successful Projects")

Callan Walsh Dever, Managing Director of the CIF, will be designated as a member of the USDA "Partnerships for Climate-Smart Commodities Learning Network," and agrees to participate in up to two virtual meetings and two-person meetings per year, or other meeting requirements as set by USDA. Ms. Walsh Dever has actively participated in previous USDA grant-recipient networks, including those hosted by the Conservation Finance Network for Conservation Innovation Grant recipients.

iv. A plan to develop and expand markets for climate-smart commodities generated as a result of project activities, including:**A. Any partnerships designed to market resulting climate-smart commodities**

The Project's climate-smart commodity marketing strategy focuses on three distinct channels: (i) direct to major product wholesale purchaser (General Mills); (ii) channel marketing partnership (MDVA Milk) and (iii) direct to retail and consumer channels (SMC). Through ESMC's pilot market program, the Project has secured a pilot offtake commitment from General Mills to provide Scope 3 carbon insets from within General Mill's Mid-Atlantic supply shed.

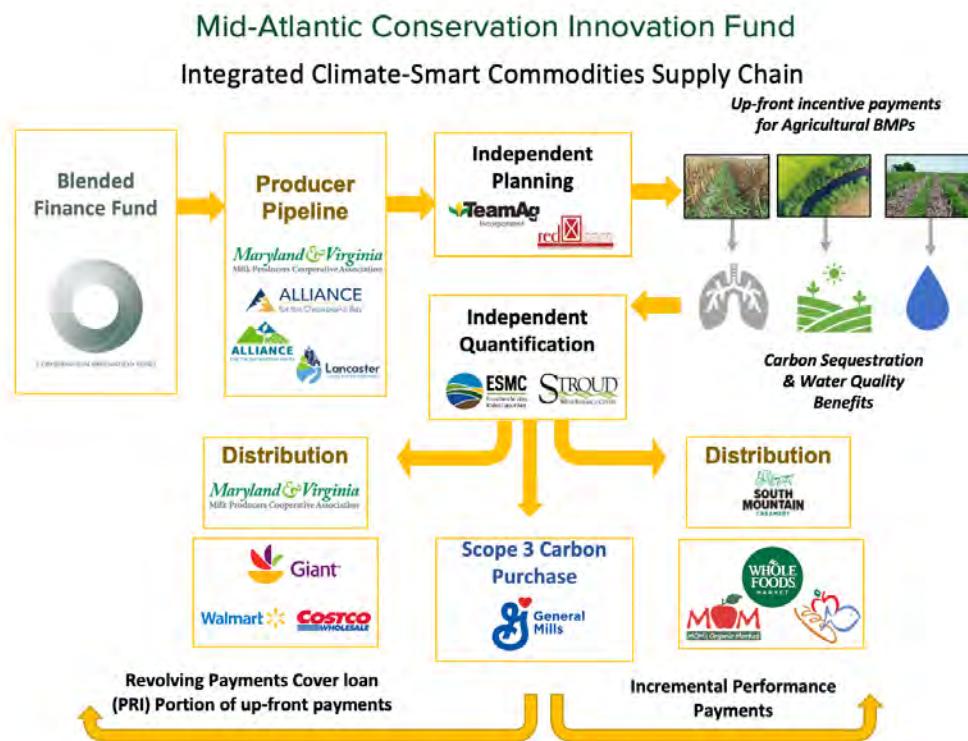


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A significant portion of the Project's climate-smart commodity marketing work will focus on a channel partnership with MDVA Milk, which distributes its own Maola brand and supplies major retailers, such as Costco, Giant Food, Walmart, Walgreens, Sheetz, Wawa, and Food Lion. MDVA Milk has demonstrated its ability to create value for its own Maola brand and third-party brands based on farm level sustainability initiatives. The Project's partnership with South Mountain Creamery will provide an immediate opportunity to develop a tailored climate-smart marketing strategy with Corporate partners, including Whole Foods, Harris Teeter and MOM's Organic Market. The SMC partnership also provides an immediate opportunity to directly market SMC climate-smart commodities through its direct-to-consumer sales channel in the Mid-Atlantic.



These critical climate-smart commodities partnerships will incorporate scaled funding, sophisticated quantification and verification mechanisms, corporate supply chain reporting and aligned "climate-smart commodity" distribution mechanisms. The CIF, MDVA Milk and ESMC will each play critical, defined roles in marketing strategies. Project leaders believe a bottom-up alignment will resonate with consumers, create incremental brand value for climate-smart brands, and support corporate sustainability pledges. Most importantly, the Project will deliver valuable financial returns to producers for their embrace of sustainability practices.

B. A plan to track climate-smart commodities through the supply chain, if appropriate

The Project takes a regional approach to climate-smart commodities and aims to generate



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climate benefits, including Scope 3 carbon insets, for corporations whose supply shed includes the Mid-Atlantic. The Project will ensure that all climate benefits are easily and directly integrated into corporate supply chains. The independent verification body, SustainCERT, will ensure that climate benefits do not leave the Mid-Atlantic supply shed.

C. Estimated economic benefits for participating producers including market returns

The Project aims to deliver a range of incentives to producers, including direct payments, provision of technical service, and marketing to support incremental “climate-smart commodity” premiums. Because MDVA Milk maintains strong direct local and regional relationships to its retail partners, the Project is well positioned to engage in strategies that seek shared upside. The Project budgets a minimum of \$150 to \$200 per acre in planning, implementation and direct payment value to producers.

This allocation reflects an early-market subsidy for quantification, verification, marketing, and project management. Project leaders expect that market values for Scope 3 carbon credits will need to approach these values on a per-acre basis to make ag-related carbon markets commercially viable. The CIF blended finance approach projects a longer-term need for project development and implementation grants alongside market-based pricing increases to sustain the market in the foreseeable future. Accordingly, a blended finance strategy becomes paramount to long term market viability.

D. Post-project potential, including anticipated ability to scale project activities, likelihood of long-term viability beyond project period, and ability to inform future USDA actions to encourage climate-smart commodities

The Project reflects an extension of the existing partnership led by the CIF and ESMC for carbon- and water-smart commodities in the Mid-Atlantic. An award under the USDA Climate-Smart Commodities Program would build on existing bodies of work to support expanded climate-smart commodity strategies. Project leaders expect the Project to achieve long-term viability as a function of the influx of USDA support under this proposal. The Project further projects a continued flow of private capital into the CIF from regional and national foundations with vested interests in the sustainability of agricultural supply chains.

Members of the Project team have engaged with USDA over decades to inform strategic actions, encourage market-based models, and build the climate-smart commodities sector from the ground up. The Project team has worked across Administrations both inside and outside of USDA to advance the field of environmental markets and innovative conservation finance models. As leaders in the field, Project participants are deeply committed to collaboration, adaptive management, and long-term engagement and scale of activities that advance agriculture, conservation, and corporate sustainability.



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CALLAN WALSH DEVER
FOUNDING MANAGING DIRECTOR
CONSERVATION INNOVATION FUND

Ms. Dever's experience includes strategy, project management, finance, development, and operations across a range of cutting edge private and philanthropic initiatives. She has a keen interest in social impact investing and a broad portfolio of entrepreneurial, cross-sector experience. For the past four years, Ms. Dever has managed the development and launch of the Revolving Water Fund, an innovative conservation finance model designed to drive efficiency, velocity and scale across watershed conservation activities in the Mid-Atlantic United States. In that capacity Ms. Walsh designed provided senior level project management, devised operations systems, advanced policy work, and executed pilot transactions for new market-based conservation solutions (www.revolvingwaterfund.com). Previously, Ms. Walsh served as a consultant with pfc Social Impact Advisors, and as a Director at LeaderFit, a human capital consulting and executive search firm serving foundations and social enterprises. Previously, she was a Senior Associate with the Endeavor Group, where she worked with a select group of mission-oriented investors and philanthropists to advance their priority global business and philanthropic agendas. An early member of the Endeavor Group team, her work with the firm included spear-heading major global initiatives of the Jolie/Pitt Foundation, the Qatar Foundation, Trilogy International Partners and the Cher Charitable Foundation, among others. Ms. Walsh holds a BS in Foreign Service from Georgetown University and an MBA from the University of Oxford.



MORGAN MALONEY
SENIOR PROJECT DIRECTOR
CONSERVATION INNOVATION FUND

Morgan Maloney is a leader with a decade of experience working to transform the food system for families and farmers. Her cross-sector experience spans nonprofits, agriculture, government, and business. Ms. Maloney has deep expertise in strategy building, sustainable agriculture, local food procurement, regional food systems, program development and supervision, and change management. Ms. Maloney has an MBA from the Georgetown McDonough School of Business with a Certificate in Sustainable Business, where she was as a Rural Opportunity Initiative Scholar and a Merit Scholar. She also is a Presidential Scholar alumni of Wake Forest University, where she earned a Bachelor of Science in Health and Exercise Science.

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CONSERVATION INNOVATION FUND



CHRISTIAN ROBERTS
ASSOCIATE
CONSERVATION INNOVATION FUND

Christian Roberts is an Associate with the Conservation Innovation Fund, where he supports the identification, quantification and implementation of agricultural best management practices that produce water and carbon outcomes. Mr. Roberts also provides support to the CIF's market-offtake activities under both regulated and voluntary constructs. Prior to joining the CIF Mr. Roberts assisted the policy team in researching and developing the early stages of a renewable energy project for the Department of Labor, advanced a research project that mapped a comprehensive data set of sustainability goals, supply chains and connects of the 172 largest agricultural companies for the World Wildlife Fund's Market's Institute, and assisted the membership engagement team in attracting new clients through researching supply chain factors that drive renewable energy procurement for the Clean Energy Buyer's Association. He earned a BA in History from Colorado College.



BRADLEY BOOKE
GENERAL COUNSEL
CONSERVATION INNOVATION FUND

Bradley L. Booke has over 35 years of corporate law and litigation expertise representing private, non-profit and public clients. His expertise spans general corporate law, commercial contracts and transactions, as well as commercial litigation including misappropriation and misuse of trade secrets, trademark and copyright infringement, unfair competition, and cutting-edge cases involving unfair practices that abuse the Internet. Mr. Booke brings an entrepreneurial approach to the practice of law that reflects a deep understanding of business and non-profit operations, and a resolve that business questions are ultimately human questions that require and deserve carefully crafted solutions. Mr. Booke previously served as legal counsel to the University of Nevada Las Vegas, managing matters including government contracts, intellectual properties and NCAA issues. Previously, he practiced law with the well known Wyoming-based firm of Spence, Moriarity and Schuster, where he handled complex litigation and helped to deliver a host of high profile winning verdicts. Mr. Booke holds a B.S. from the University of Arizona and a J.D. from the University of Arizona College of Law. He is admitted to practice in Wyoming, Arizona, Utah and Nevada.

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CONSERVATION INNOVATION FUND



JIM HEALY
DIRECTOR OF MARKETING
CONSERVATION INNOVATION FUND

Jim Healy serves as the Conservation Innovation Fund Director of Marketing, where he supports the organization's marketing and communications activities. He has directed initial marketing and communications strategies and plans around market-based conservation finance in the Mid-Atlantic and Western United States and helped to position an aligned set of impact investing and conservation finance brands that includes i2 Capital, the Revolving Water Fund, the Upper Green River Conservancy, and the Conservation Innovation Fund. For more than six years, Mr. Healy has helped CIF principals to engage in the highest level of field-building and has provided ongoing strategic support for all related activities. He is founder of Alluvus Communications, a new kind of marketing agency focused on delivering meaningful and mindful integrated marketing solutions. He previously served in increasingly senior positions across several corporate marketing firms including Hager Sharp, Lipman Hearne, Porter Novelli and Relatable. Mr. Healy has a Bachelor of Arts in International Relations from the Catholic University of America.

CONSERVATION INNOVATION FUND

Founding Board of Directors

Ashley Allen Jones, CEO, i2 Capital. Ashley Allen Jones is a business and investment executive leading environmental finance innovation across the water and agricultural sectors. Her experience includes the management of capital formation and resource allocation for projects with aggregate values of over \$1bn. She specializes in bridging the gap between public, private, and philanthropic approaches to conservation, with the distinct goal of dramatically expanding sustained funding for conservation. Ms. Allen Jones is a dynamic finance professional with expertise across private equity, venture capital, and investment banking, and has a proven track record of working at the dynamic intersection of finance and social change. Prior to founding i2 Capital, she co-founded the Endeavor Group, a global consultancy that manages the priority business and philanthropic investments of multiple family office principals. She also was a Principal at Women's Growth Capital Fund, a gender-lens venture fund. Her corporate finance experience includes mergers & acquisitions, private financings and initial public offerings with Alex. Brown & Sons (Deutsche Bank), Coopers & Lybrand (Price Waterhouse Coopers) and Quarterdeck Investment Partners (Jeffries). Ms. Allen Jones has a BA in American Studies from the University of Colorado and an MBA in finance from the McDonough School of Business at Georgetown University.

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Anita Antenucci, Senior Managing Director, Houlihan Lokey. Anita Antenucci is a global leader in the aerospace & defense industry, having executed hundreds of transactions across mergers & acquisitions, financings, valuation and private equity investments, as both an advisor and an investor. One of most successful female investors in the sector, Ms. Antenucci has represented a wide array of Fortune 500 and international companies including most of the world's leading aerospace/defense contractors, as well as small-caps, entrepreneurs, and major private equity owners. Prior to joining Houlihan, at just 23, Ms. Antenucci was a founding member of Quarterdeck Investment Partners, a boutique aerospace & defense advisory firm, where she rose to serve as the firm's Co-President prior to its 2002 purchase by Jeffries. She has an MA from the John's Hopkins School of Advanced International Service and an BA from Northwestern University.



Jackie Roberts, Chief Sustainability Officer, AppHarvest. Jackie Roberts has unique and valuable sustainability expertise across private equity, business, government, and non-profit sectors over more than two decades of executive leadership. She presently serves as the Chief Sustainability Officer for AppHarvest, a technology-driven indoor farming enterprise based in Appalachia (NASDAQ: APPH). Prior to joining AppHarvest, she led the Carlyle Group's Environment, Social and Governance (ESG) efforts, advancing best practices in global sustainability over the firm's multi-billion-dollar portfolio of companies. Previously, Ms. Roberts served in increasingly senior positions over almost twenty years at the Environmental Defense Fund, including as Senior Director in the Climate and Energy Program, Director of Sustainable Technologies, and Director of Corporate Partners Program. She launched her distinguished career with the US EPA, as an Engineer and Superfund Project Manager. She has an MES from

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the Yale School of Forestry, an MBA from the Yale School of Management, and a BS in Chemical Engineering from Yale University.



Donna Callejon, Chief Business Development Officer, GlobalGiving. Donna Callejon is an entrepreneurial innovator in the philanthropic sector, working tirelessly to expand the amount and pace of funding available to effective non-profit organizations, and matching corporate global philanthropy programs with leading non-profits that most closely align with their corporate and employee giving objectives. At GlobalGiving, a public charity and donor platform supporting more than \$400mn in grants since inception, Ms. Callejon directs and oversees all strategies and execution related to attracting, retaining, and serving GlobalGiving's corporate partners including Nike, 3M, Facebook, Lilly, and the Ford Motor Company Fund. She also oversees the organization's crisis response activities, including the allocation of grant funding to major disaster relief efforts. Before joining GlobalGiving, Ms. Callejon spent more than 15 years as an executive with Fannie Mae in Los Angeles and Washington, DC, serving as SVP, Corporate Strategy, VP, New Business Development, and Director, International Consulting. She holds a BA in Agricultural and Managerial Economics from the University of California, Davis.

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Elodie Michaels, Managing Director, Global Sustainable Futures. Elodie Michaels is a Managing Partner at Global Sustainable Futures where she focuses on bridging the gap to commercialization for sustainable companies in water, agriculture, the built environment and Cleantech. Ms. Michaels is a respected finance and sustainability expert. She previously served as a Global Operating Advisor with Pegasus Capital where she created and lead the Built Environment investment vertical. Prior to Pegasus, she was the Managing Director for CBRE Energy and Sustainability and managed \$10B worth of energy spending. Ms. Michaels served in a similar capacity for Veolia, a global water company. Her roots are in high-speed turbomachinery for the aerospace industry and she owns a patent for Jet Flex, a weatherable polymer. In addition to an MBA, Ms. Michaels has degrees in Economics, English and German from the University of La Sorbonne and in Chinese from the University of Dauphine.



Tanya Baskin, President, TBG Strategies. Tanya Baskin is a talented creative strategist and brand builder with over 20 years' experience working with global organizations. She has conducted cause related marketing campaigns on multiple continents and has successfully worked with international corporations to hone their brand narratives. From higher education to global nonprofits to Fortune 100 brands, Tanya has a track record of proven success in delivering strategically innovative solutions that help organizations and companies elevate their agendas and achieve their promise. Previously, Ms. Baskin served as Executive Director of the Voila Foundation and spent a decade as Vice President of Corporate Partnerships for the Special Olympics. Ms. Baskin holds a BA in Political Science and Government from College of the Holy Cross and an MBA from George Washington University.

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Dawn Rittenhouse, Founder, Sustainability Strategies and Fmr. Director, Sustainable Development, DowDupont. Dawn Rittenhouse is a seasoned corporate sustainability executive, advising corporations on supply chain sustainability strategies. As Director of Sustainability for Dupont, she oversaw the development of the company's overall sustainability strategy, including its strategic focus on science-based product development across its energy, transportation, and agriculture business units. She also oversaw the company's efforts to achieve maximum operational efficiencies across its global footprint, and to engage constructively with employees, shareholders, and communities. Additionally, Ms. Rittenhouse led the company's stakeholder engagement activities with environmental organizations, socially responsible investment groups, and government and quasi-governmental organizations in the U.S. and globally. She received a BA (double major) in Chemistry and Economics from Duke University.

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Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

Quarterly Project Goals-- Created 2-13-23

Institution Name: Conservation Innovation Fund
PI Name: Callan Walsh Dever
Project Name: Mid-Atlantic Conservation Innovation Fund

Goal	YEAR 1			YEAR 2				YEAR 3				YEAR 4				YEAR 5			
	Q1	Q2	Q3	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Number of producers involved	0	0	200	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1,000
Number of underserved producers involved	0	0	100	140	180	220	260	300	340	380	420	460	500	540	580	620	660	700	750
Number of acres involved	0	0	6,000	12,000	18,000	24,000	30,000	38,750	47,500	56,250	65,000	70,000	75,000	80,000	85,000	88,750	92,500	96,250	100,000
Dollars provided to producers via direct incentive payments	0	0	\$495,200	\$619,000	\$742,800	\$866,600	\$990,400	\$1,114,200	\$1,238,000	\$1,361,800	\$1,485,600	\$1,609,400	\$1,733,200	\$1,857,000	\$1,980,800	\$2,104,600	\$2,228,400	\$2,352,200	\$2,476,000
GHG Benefits-- Tons of CO2e Reduced (measured annually)	0	0	0	0	0	0	21,000	21,000	21,000	21,000	54,250	54,250	54,250	94,500	94,500	94,500	94,500	94,500	140,000
Number of measurement tools utilized	0	0	0	0	0	0	4	4	4	4	4	4	4	4	4	4	4	4	4
Number of new marketing channels established	0	0	0	0	0	0	0	0	0	0	1	1	1	1	2	2	2	2	2
Number of marketing channels expanded	0	0	0	0	0	0	0	0	0	0	3	3	3	3	4	4	4	4	5
Engagement of major partners (measured in meetings)	12	24	36	48	60	72	84	96	108	120	132	144	156	168	180	192	204	216	228

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

Socially disadvantaged farmers engaged	0	0	7	8	9	11	14	15	16	18	21	22	23	25	28	29	30	32	37
New and beginning farmers engaged	0	0	7	8	9	11	14	15	16	18	21	22	23	25	28	29	30	32	37
Women-owned or women-operated farms engaged	0	0	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	110
Plain Sect farmers engaged	0	0	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	219
Small to Large family farms engaged	0	0	50	60	75	90	105	115	130	145	160	170	185	200	215	225	240	255	292
Veteran farmers engaged	0	0	10	12	16	20	24	26	30	34	38	40	44	48	52	54	58	62	73
Limited resource farmers engaged	0	0	10	12	16	20	24	26	30	34	38	40	44	48	52	54	58	62	73

NOTES:

- Goals on page 1 are provided by USDA
- Goals on page 2 were created specifically for this project
- The following goals were either not applicable to the project or covered in over goals already outlined:
 - “Outreach, training and other technical assistance”—covered by “Number producers involved”
 - “Other MMRV and supply chain traceability attributes”—covered by “Number of measurement tools utilized”
 - “Other measurements of work related to marketing of commodities”—covered by “Number of new marketing channels established” and “Number of marketing channels expanded”
 - Number of head involved (if applicable)—not applicable as the Project will not be basing a goal on head of cattle
 - Climate smart technologies employed (if applicable) —not applicable

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Attachment - Climate-Smart Practices and Limitations

Climate-Smart Practices and Limitations**Institution Name: Conservation Innovation Fund****PI Name: Callan Walsh Dever****Project Name: *Mid-Atlantic Conservation Innovation Fund***

Climate-Smart practices under this grant shall be limited to the following practices:

NRCS Practice Code	Practice Name
199	Conservation Plan
313	Waste Storage Facility
317	Composting Facility*
327	Conservation Cover
328	Conservation Crop Rotation
329	Residue and Tillage Management, No Till
336	Soil Carbon Amendment
340	Cover Crop
342	Critical Area Planting
345	Residue and Tillage Management, Reduced Till
367	Roofs and Covers**
380	Windbreaks, Shelterbelt Establishment and Renovation
381	Silvopasture
390	Riparian Herbaceous Buffer
391	Riparian Forest Buffer
412	Grassed Waterway
449	Irrigation Water Management
472	Access Control***
512	Pasture and Hay Planting
528	Prescribed Grazing
561	Heavy Use Area Protection****
590	Nutrient Management
592	Feed Management
614	Watering Facility
659	Wetland Enhancement
578	Stabilized Stream Crossings

*Limited to Composting and Organic Amendments

**Limited to Cover and Flair for Waste Management Facility

***Limited to Exclusion Fencing

****Limited to vegetative solutions



Maryland & Virginia

Milk Producers Cooperative Association

Partnerships for Climate-Smart Commodities

Additional Specific Terms and Conditions

February 2023

I. Overarching Statement

The following award terms and conditions are applicable to Partnerships for Climate-Smart Commodities agreements and are in addition to the USDA FPAC General Terms and Conditions. The award recipient must abide by all terms of this grant including, but not limited to, the General Terms and Conditions, the terms in the Funding Opportunity and associated Frequently Asked Questions, and this addendum. The recipient must also deliver on the planned objectives in the project narrative and budget narrative associated with this grant.

II. Eligibility and Highly Erodible Lands and Wetlands Compliance

In order to be eligible for an incentive payment as a part of the Partnerships for Climate-Smart Commodities, a producer must:

- Establish Farm Records with the Farm Service Agency (FSA) (have farm, tract, and field numbers in place);
- Complete an AD-2047 (Customer Data Worksheet to facilitate the collection of customer data for Business Partner Record);
- Certify highly erodible land conservation (HEL) and wetland conservation (WC) compliance via Form AD-1026, Highly Erodible Land Conservation (HELC) and Wetland Conservation (WC) Certification; and
- Certify that they are not a foreign person or entity.

Farm, tract, and field numbers are required for the producer, and ultimately the Partnerships for Climate-Smart Commodities recipient, to report climate-smart practice implementation to USDA, as well as to certify and maintain HELC/WC compliance. This will require that some producers who do not already have these numbers, like perennial crop growers or feedlots, establish these records with USDA's FSA. Farm, tract, field numbers, producer name, and Core Customer I.D. (CCID) will be provided by the recipient to the National Program Officer as a part of routine grant reporting. Recipients must ensure that producers receiving financial assistance or incentives through this project use the same name as is included in the relevant FSA Business File for that Farm ID in any contracts or similar documentation kept by the recipient.

Producers are not bound by the payment limitations and the adjusted gross income (AGI) limitations that are in place for other USDA programs.

In order to demonstrate HELC/WC compliance for Partnerships for Climate-Smart Commodities incentive payments, producers will need to request a copy of their subsidiary print from their

USDA FSA field office. The Subsidiary Print includes print year specific eligibility related information about a selected producer. The producer will then provide this documentation to the Partnerships for Climate-Smart Commodities recipients as proof of compliance. A current year subsidiary print will be required for each crop year that the producer receives a payment, and HELC/WC eligibility information is provided under the AD-1026 and Conservation Compliance sections of subsidiary (determined by year, which can change at any time during the year or in a subsequent year). As is the case already, field offices will not be expected to provide documentation to anyone besides the producer themselves (and must always comply with Section 1619 limitations if they ever do provide documentation to third parties).

Producers must have control of the land for the term of their beneficiary contract.

Recipients are responsible for determining producer eligibility within the funding opportunity requirements. Recipients must inform producers of eligibility requirements and direct them to local USDA offices for requested information as necessary, including but not limited to, farm and tract establishment and Highly Erodible Land and Wetland Compliance determinations. Privacy of producers is a priority throughout this process, and recipients are responsible for maintaining producer privacy in the process.

At minimum, the recipient will collect and review subsidiary reports from participating producers. They will ensure that the producer is listed as “compliant” in all sections of the conservation compliance portion of subsidiary and “certified” for AD-1026 before an incentive payment is made. If payments to a producer span more than one Federal fiscal year, the recipient will review an updated subsidiary print each fiscal year to ensure that the status is still compliant.

III. Other Environmental and Cultural Resources Reviews

A Finding of No Significant Impact (FONSI) was signed by USDA NRCS on August 26, 2022. A copy of the Programmatic Environmental Assessment for Partnerships for Climate-Smart Commodities is available at www.usda.gov/climate-smart-commodities. USDA may determine that additional environmental and cultural resources review is needed for any particular action under Partnerships for Climate-Smart Commodities. The recipient must not execute any beneficiary contracts under this grant agreement prior to receipt of a letter from USDA that specifically details:

- 1) further procedures deemed appropriate by the Agency to ensure a completed National Environmental Policy Act (NEPA) review and all appropriate consultation requirements are met, and
- 2) additional instructions for any unanticipated discoveries or conditions.

A resolution of support is required for projects on Tribal lands from the governing body of the Tribe with jurisdiction over that land, if the applicant is not the Tribe nor an entity owned or

operated by that Tribe. USDA may approve alternative documentation for resolutions when USDA deems necessary and legally sufficient.

IV. Producer Benefits

USDA encourages the recipient to disclose to participating producers the manner and amount for which any market premiums derived from the development of the relevant climate-smart commodity will be shared between participating parties, including producers. USDA will be monitoring producer benefits, in particular those to small and underserved producers, throughout the grant period. Recipients agree that their project(s) will implement a plan for engaging small and underserved producers as laid out in this agreement.

V. Producer Data Protection and Disclosure

Recipients must ensure each producer has convenient access to any data collected from that producer or the producer's land and any associated modeling as part of the project. The recipient must provide each producer applying for benefits under this grant a description in writing of how their information, including but not limited to data about their farm and commodities, will be utilized, protected and shared as applicable.

VI. Other Data and Reporting Requirements

In addition to the reporting information provided in the statement of work and General Terms and Conditions, USDA will provide a template for the Detailed Progress Report, also known as the Partnerships for Climate-Smart Commodities (PSCS) Project Reporting Workbook. Within 30 calendar days of execution of this grant, a copy of this workbook will be posted at www.usda.gov/climate-smart-commodities or an alternative location provided to the recipient by the National Program Officer. USDA may provide updates to the PCSC Project Reporting Workbook or submission methods to streamline the data collection process and/or reduce the burden on the recipient throughout the grant period. Generally, these updates will be provided at least 3 months in advance of any required changes. The recipient must not transfer any data to foreign governments or foreign entities without prior approval from USDA.

USDA will provide a Technical Contact for this grant. The Technical Contact will have the responsibility of technical oversight for USDA for the project. The recipient is responsible for providing the technical assistance required to successfully implement and complete the project. The recipient must comply with any requests for information from the Technical Contact. The Technical Contact for this award is the National Program Officer assigned to this grant.

Prior to execution of this grant, the recipient must provide a shapefile depicting the project boundary for enrollment under this grant. Producer enrollment may not occur outside this boundary without modification of this grant.

Within 30 calendar days of execution of this grant, the recipient must provide to the National Program Officer a website address where enrollment information will be posted for producers for the project associated with this grant. Recipients will be responsible for the following reports:

- Submit quarterly performance reports that include a written progress report, as well as additional reporting on specific data elements contained in the most up-to-date version of the Partnerships for Climate-Smart Commodities Project Reporting Workbook. Additional information about each reported element is described in the Data Dictionary.
- Submit supplemental reports required to validate greenhouse gas (GHG) benefit data, including: (1) an initial project MMRV plan, (2) field-modeled GHG benefit reports, and (3) field-direct GHG measurement results, as applicable. Additional information about these reports is included in the Data Dictionary.
- Submit copies of project outputs and deliverables (e.g., fact sheets, reports) as attachments in ezFedGrants along with quarterly performance reports.
- Report the version of COMET-Planner used to estimate GHG benefits of the project within each quarterly performance report. As COMET-Planner is updated, recipients must adopt the latest version of the tool as directed by USDA for use in performance reports.

Recipients must designate an individual as a member of the USDA Partnerships for Climate-Smart Commodities Learning Network (Partnerships Network); this representative should be identified in the Project Narrative for this grant. Each project includes a plan for up to two Partnerships Network virtual meetings and two in-person meetings a year during the project duration. Dates and other details on events will be posted at www.usda.gov/climate-smart-commodities or an alternative location provided to the recipient by the National Program Officer.

The Partnerships Network will be co-chaired by representative from the USDA Office of the Chief Economist and the Farm Production and Conservation Mission Area. The Partnerships Network will inform synthesis reports to be assembled by USDA on a range of topics related to the implementation of Partnerships for Climate-Smart Commodities projects, including:

- Lessons-learned as projects are implemented;
- Options for providing technical assistance;
- Procedures for measurement/quantification, monitoring, reporting, and verifying GHG benefits;
- Options for tracing climate-smart commodities through the supply chain;
- Mechanisms for reducing costs of implementation;
- A forum for discussion and learning regarding approaches to climate-smart agriculture and forestry implementation (including but not limited to deployment and

measurement/quantification, monitoring, reporting, tracking, and verification of associated greenhouse gas benefits and marketing of climate-smart commodities).

- Synthesis of outcomes; and
- Opportunities for USDA and others to inform future approaches to generating new and expanded markets for climate-smart commodities.

The Partnerships Network topics to be discussed will cover at minimum the areas described in previous FAQs and will evolve with USDA's ongoing project data analysis efforts and with input from the project recipients on the kinds of sessions that will be most helpful to them in building the diverse climate-smart markets associated with their projects. Participation may include at least one interview a year and include questions related to the following areas:

- Technical assistance approaches, methods, and successes and/or challenges
- Producer outreach approaches, methods, and successes and/or challenges
- Monitoring, measurement, reporting, and verification (MMRV) approaches, methods, and successes and/or challenges
- Marketing approaches, methods, and successes and/or challenges
- Partnership approaches, methods, and successes and/or challenges
- Data collection and storage approaches, methods, and successes and/or challenges
- Supply chain approaches, methods and successes and/or challenges, including approaches to traceability
- Supply chain benefits and demand for climate-smart commodities
- Perspectives on program design, climate-smart commodity definitions, and future approaches or opportunities
- Project successes and stories

USDA may also request producer exit reports at a later date. Additional marketing and branding-related requirements may be provided by USDA, including signage related to Partnerships for Climate-Smart Commodities.

VII. Competition and Anti-Competitive Practices

In connection with this grant, recipients may not prohibit or otherwise limit a producer from changing the provider of other services or materials not included as part of this grant.

Recipients may not condition, limit, steer, or discriminate in their provision or sale of non-project business functions or products to producers based on their participation or non-participation in or use of any services provided as part of this grant. Additionally, funds in this agreement shall not be used for purposes or activities related to mergers or acquisitions.

VIII. Suspension and Disbarment

The provisions governing Suspension and Disbarment in subsection 1.a.8 shall also apply to fraud, embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or violations of the Federal civil antitrust or unfair trade practice laws.

IX. Special provisions for awards to for-profit entities as recipients

This section contains provisions that apply to awards to for-profit entities. These provisions are in addition to other applicable provisions of these terms and conditions, or they make exceptions from other provisions of the terms and conditions for awards to for-profit entities. For-profit entities that receive awards have two options regarding audits:

- 1) A financial related audit of a particular award in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States, in those cases where the for-profit entity receives awards under only one USDA program; or, if awards are received under multiple USDA programs, a financial related audit of all awards in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States; or
- 2) An audit that meets the requirements contained in 2 CFR 200 subpart F.

For-profit entities that receive annual awards totaling less than the audit requirement threshold in 2 CFR 200 subpart F are exempt from USDA audit requirements for that year, but records must be available for review by appropriate officials of Federal agencies or the Government Accountability Office.

X. Non-Disparagement

Recipients may not engage in any advertising deemed by USDA as disparaging to another agricultural commodity or competing product, or in violation of the prohibition against false and misleading advertising. Disparagement is defined as anything that depicts other commodities in a negative or unpleasant light via overt or subjective video, photography, or statements. Comparative advertising is allowable, provided the presentation of facts is truthful, objective, not misleading, and supported by a reasonable basis.

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**ALLIANCE FOR SHENANDOAH
DECLARATION – EXHIBIT 4-B**

CONTRACT FOR SUBRECIPIENT SERVICES

This Contract is entered into by and between **the Conservation Innovation Fund** (“CIF”), a Wyoming nonprofit corporation with offices in the District of Columbia, and **Alliance for the Shenandoah Valley** (“Subrecipient”).

1. **Services.** Subrecipient agrees to perform the services described in **Exhibit A**, including any deliverables cited (collectively, the “Services”), in accordance with the terms set forth below. If the terms of **Exhibit A or B** conflict with this Contract, the terms of this Contract will control. If any Services are performed on property that is not owned by Subrecipient or CIF, Subrecipient must obtain the property owner’s prior permission before entering upon such property. All Services must be performed or delivered within Delaware, Maryland, Pennsylvania, Virginia or West Virginia.
2. **Payments.** CIF will compensate Subrecipient for the Services as follows:
 - (a) CIF will pay the Subrecipient a fee not to exceed a total of \$400,000, paid at the monthly rate of \$6,666.67 based on invoices submitted to CIF quarterly for work actually performed.
 - (b) **Expense Reimbursement.** CIF will not reimburse Subrecipient for extracontractual expenses unless agreed to in advance in writing by CIF. Any unused materials or supplies purchased by CIF will remain the property of CIF and must be delivered to CIF at the end of the contract term.
 - (c) **Invoices and Payments.** Requests for payment must be submitted to CIF in an invoice detailing the work performed and reimbursable expenses incurred during the invoice period. Only expenses that are: (i) allowed as provided in this contract; (ii) substantiated by receipts; and (iii) reasonable in amount, will be reimbursed. CIF may deny payment of requests received more than 90 days after the final deadline for completion of the Services. Subrecipient must submit a current and complete Form W-9 before payments are due. CIF will make payments (i) by check or (ii) via Vendor ACH, if requested by Subrecipient and Subrecipient has completed CIF’s Vendor ACH Enrollment Form.
3. **Contract Commencement, Expiration, and Termination.** Unless otherwise stated on **Exhibit A**, Subrecipient must begin performing the Services upon full execution of this contract and must complete Services not later than July 1, 2028 or as specified in **Exhibit A**. CIF may terminate this Contract at any time for any reason or no reason upon two weeks’ written notice to Subrecipient. Upon receipt of a termination notice, Subrecipient must cease all work. CIF will pay Subrecipient for Services satisfactorily completed as of the termination date. Any advance payments made for Services not satisfactorily completed by Subrecipient as of the date of a termination notice must be returned to CIF within ten (10) calendar days.
4. **Liability / Indemnification.** Subrecipient is performing Services as an independent contractor and entirely at its own risk. Subrecipient will indemnify, defend, and hold harmless CIF and its directors, officers, employees, and agents from and against any and all liabilities, demands, damages, claims, losses, costs, or expenses, including reasonable attorneys’ fees and costs (collectively, “Claims”), to the extent that they arise out of or result, directly or indirectly, from any act or omission of Subrecipient or any of its employees or agents in performing Services.
5. **Insurance.** Before commencing any work and throughout the term of this Contract, Subrecipient must have and maintain the following insurance policies: (a) comprehensive commercial general liability insurance policy written on an occurrence basis with a liability limit of at least \$1,000,000 per incident and covering all Services in the Subrecipient’s areas of operation. Subrecipient’s policies must be primary insurance to any other valid and collectible insurance available to CIF with respect to any claim arising out Subrecipient’s acts or omissions. Subrecipient must have CIF named as an additional insured on Subrecipient’s comprehensive commercial general liability insurance policy on a primary, non-contributory basis and must provide CIF with commercially reasonable evidence that the required coverage is in effect before Services are rendered or payments are due under this Contract.
6. **Confidential Information.** In performing the Services, Subrecipient might have access to materials, data, strategies, trade secrets, proprietary information, systems, or other information relating to CIF, its programs and program participants that are intended for internal use only. Subrecipient may not, without CIF’s prior, express, written consent, use, publish, or divulge any such information to any person, firm, or corporation, or use it in any advertising or promotion regarding Subrecipient or Subrecipient’s services, unless required to do so by law or by a court of competent jurisdiction. Subrecipient must return to CIF promptly upon completion of the Services all CIF confidential information Subrecipient has in its possession. In addition:
 - a. Subrecipient and personnel agree to abide by the rules and disclosures set forth in the Privacy Act of 1974, 5 U.S.C. Section 522a, including the regulations and systems of records proscribed therein, and;

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- b. Subrecipient and personnel agree to comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002.

7. **General Compliance with Laws.** Subrecipient represents, warrants and agrees that (a) Subrecipient can lawfully work in the United States, (b) Subrecipient is not a foreign entity or person, (c) Subrecipient has or will obtain at its expense all required permits or licenses, and (d) Subrecipient will comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements that may apply to the work performed.

- a. Subrecipient must provide the names and total compensation of each of the Subrecipient's five most highly compensated executives for the preceding fiscal year, if (a) in the preceding fiscal year subrecipient received 80 percent or more from Federal procurement contracts or subcontracts; (b) subrecipient received \$25,000,000 or more in annual gross revenues from Federal procurement contracts or subcontracts; or (c) the public does not have access to information about the compensation of the executives through periodic reports.

8. **Preventing Terrorist Financing - Implementation of E.O. 13224.** Subrecipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>). This provision must be included in all permitted subcontracts.

9. **Conflict of Interest Determination.** Subrecipient represents that to the best of its knowledge the information it has provided on CIF's Conflict of Interest Disclosure Form, now or up to five years prior to the commencement date of this Subaward, is true and correct.

10. **Miscellaneous Terms and Conditions.** Subrecipient may not assign this Subaward or subcontract any portion of the Services, without CIF's prior, express, written consent. Any attempted assignment without prior, express, written consent renders the Contract void and of no further legal force or effect. CIF retains all rights to all intellectual property created or otherwise produced under this Contract. This Contract is governed by the laws of. In addition, Subrecipient, subrecipient's personnel and subrecipient's contractors agree to uphold the following codes of conduct:

- a. Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619), codified at 7 U.S.C. 8791, prohibits FSA from disclosing USDA program participant information provided by an agricultural producer or owner of agricultural land about the agricultural operation, farming, conservation practices, or the land itself, except under limited circumstances.
- b. Acknowledgement of USDA support is required in the publication of any material, whether copyrighted or not, and any products in electronic formats that are substantially based upon or developed under this Subaward. Acknowledgement must include the following language:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [XYZ]."
- c. All publications and materials, except scientific articles or papers published in scientific journals, must also include the following language:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

CIF	Alliance for the Shenandoah Valley
By: <u>Callan Walsh Dever</u> <small>Callan.Walsh.Dever/10043_20231109.R0.F017</small> (signature)	 <small>Katherine.Wofford/Sep.7_20231109.R0.F017</small> (signature)
Print Name: Callan Walsh Dever	Print Name: Katherine Wofford
Title: Managing Director	Date: Sep 7, 2023
Date: Oct 3, 2023	

EXHIBIT A
Description of the Services

**ALLIANCE FOR THE SHENANDOAH VALLEY
(ASV)
EXHIBIT A**

SERVICES TO BE RENDERED

Project Management Support

- A. Provide CIF and Project partners with local insight into conservation processes, politics, as well as farmer, producer, and landowner (collectively “Producers”) sentiment, and connect organizations and/or agencies in the Shenandoah Valley to market opportunities.

Conservation Project Pipeline Development

- B. Coordinate with Alliance for the Chesapeake Bay, Lancaster Clean Water Partners, Maryland Virginia Milk Producers Milk Cooperative Association, Stroud Water Research Center, and CSC Contractors to establish a pipeline to develop and install regenerative farming practices on up to 900 farms by 2027.
- C. Conduct in-person outreach, meetings, and dialogue with Producers in the Region to generate interest in, and a detailed understanding of, the Project, including general eligibility, eligible practice changes for carbon and/or water benefits, payment schedules, required contracts, leverage of complementary funding sources, and other details as required.
- D. Help develop outreach and enrollment processes and procedures, including pitch materials, frequently asked questions, and other documents as requested by CIF.

Data Collection and Analysis

- E. Serve as enrollment specialists to facilitate the enrollment of Producers into the Program, including the Ecosystem Services Market Consortium (ESMC) portal. Help Producers collect and enter data into the ESMC portal and additional data reporting platforms necessary for USDA reporting requirements upon enrollment and annually for five years thereafter.
- F. Contribute to the additional and ongoing development of ESMC’s MRV capabilities, particularly concerning animal and forestry-related practices.

Project Administration

- G. Attend weekly CSC Team calls and participate on monthly Leadership calls.
- H. Help develop legal contracts by providing Producer perspectives.
- I. Submit detailed quarterly reports in-line with Federal reporting requirements in narrative and numeric formats.

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EXHIBIT B

(COMPENSATION)

Compensation equates to the following:

- 1 Shenandoah Valley Conservation Collaborative Project Manager with a salary of \$90,000 @ 20% effort per year for five years
- 1 Market Enrollment Specialist with a salary of \$56,000 @ 100% effort per year for five years
- Travel @ \$6,000 per year for five years

Term of Service: From July 1, 2023, through June 30, 2028, or as amended by mutual agreement.

Terms of Payment: Quarterly from July 1, 2023 – June 30, 2028, based on invoice of actual hours worked and reimbursement from USDA.

Annual contractual payment available (July 1- July 1): \$80,000.00 based on actual hours worked

Total contractual payment over the life of the Project: \$400,000.00

230831 Subrecipient Agreement_CIF CSC_ASV FINAL

Final Audit Report

2023-10-03

Created:	2023-09-07
By:	David Miller (dmiller@shenandoahalliance.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFSTuSxVwFDNy7gVGy6brF_5r7F1XqvQ

"230831 Subrecipient Agreement_CIF CSC_ASV FINAL" History

-  Document created by David Miller (dmiller@shenandoahalliance.org)
2023-09-07 - 1:32:20 PM GMT- IP address: 204.111.131.58
-  Document emailed to Katherine Wofford (kwofford@shenandoahalliance.org) for signature
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-  Email viewed by Katherine Wofford (kwofford@shenandoahalliance.org)
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-  Document e-signed by Katherine Wofford (kwofford@shenandoahalliance.org)
Signature Date: 2023-09-07 - 6:19:58 PM GMT - Time Source: server- IP address: 54.205.1.234
-  Document emailed to Callan Walsh Dever (cwdever@conservationinnovationfund.org) for signature
2023-09-07 - 6:19:59 PM GMT
-  Email viewed by Callan Walsh Dever (cwdever@conservationinnovationfund.org)
2023-09-07 - 6:20:01 PM GMT- IP address: 72.14.199.66
-  Email viewed by Callan Walsh Dever (cwdever@conservationinnovationfund.org)
2023-09-14 - 0:27:42 AM GMT- IP address: 104.28.39.129
-  Email viewed by Callan Walsh Dever (cwdever@conservationinnovationfund.org)
2023-09-26 - 10:34:30 PM GMT- IP address: 104.28.79.150
-  Email viewed by Callan Walsh Dever (cwdever@conservationinnovationfund.org)
2023-10-03 - 7:28:51 PM GMT- IP address: 104.28.55.228
-  Document e-signed by Callan Walsh Dever (cwdever@conservationinnovationfund.org)
Signature Date: 2023-10-03 - 7:30:39 PM GMT - Time Source: server- IP address: 67.80.173.240

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 Agreement completed.

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**ALLIANCE FOR SHENANDOAH
DECLARATION – EXHIBIT 4-C**

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AMENDMENT TO CONTRACT FOR SUBRECIPIENT SERVICES

By their signatures below, paragraph #4 of the SUBRECIPIENT AGREEMENT entered into by and between **Conservation Innovation Fund** ("CIF"), a Wyoming nonprofit corporation with offices in the District of Columbia, and **Alliance for the Shenandoah Valley** ("Subrecipient") on July 22, 2024 is deleted and the following paragraph is inserted in its place:

"Each party will remain legally liable for injury or damage to a third party caused by its own acts and omissions, and the acts and omissions of its agents and employees. Each party will defend, indemnify, and save and hold the other party, its employees, agents and contractors harmless from and against any liability, demand, damage, claim, loss, cost or expense (including reasonable attorneys' fees and costs) arising out of or resulting from a claim or assertion by a third-party against the other party due to the act or omission of the indemnifying party in relation to this Agreement or the Program."

The above paragraph applies to all third-party claims arising under this Agreement, even if the events giving rise to the third-party claim occurred prior to the date of this Amendment.

All other terms of the SUBRECIPIENT AGREEMENT remain in full force and effect.

<p style="text-align: center;">Conservation Innovation Fund</p> <p>By: <u></u></p> <p style="text-align: center;">(signature)</p> <p>Print Name: <u>Callan Walsh Dever</u></p> <p>Title: <u>Managing Director</u></p> <p>Date: <u>7/23/2024</u></p>	<p style="text-align: center;">Alliance for the Shenandoah Valley</p> <p>By: <u></u></p> <p style="text-align: center;">(signature)</p> <p>Print Name: <u>Kate Wofford</u></p> <p>Title: <u>Executive Director</u></p> <p>Date: <u>7/23/2024</u></p>
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**ALLIANCE FOR SHENANDOAH
DECLARATION – EXHIBIT 4-D**

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**NFWF**

EasyGrantsID: 82555

National Fish and Wildlife Foundation – Chesapeake Bay Innovative Nutrient and Sediment Reduction 2024, Full Proposal

Title: Shenandoah Valley Conservation Collaborative: Accelerating Clean Water and Conservation Outcomes Through Partnership

Organization: Alliance for the Shenandoah Valley

Grant Information

Title of Project

Shenandoah Valley Conservation Collaborative: Accelerating Clean Water and Conservation Outcomes Through Partnership

Total Amount Requested	\$ 1,632,409.72
Matching Contributions Proposed	\$7,509,875.04
Proposed Grant Period	06/01/ 2024 - 06/01/ 2027

Project Description

The Shenandoah Valley Conservation Collaborative (SVCC) will accelerate the rate of implementation and increase the effectiveness of water quality best practices in a high priority agricultural region of the Chesapeake Bay watershed.

Since 2019, 22 nonprofit and agency partners have built the SVCC into a robust, award-winning partnership with the demonstrated ability to achieve water quality outcomes. In this funding application, the partners propose innovative new approaches to leverage once-in-a-generation funding for conservation to engage priority farmers and landowners in our watershed, implement and maintain effective best management practices (BMPs), and establish conservation easements to secure BMP permanence.

Project Abstract

The SVCC unites organizations and agencies in a concerted effort to improve water quality and conservation outcomes in a top agricultural-producing region that contains the headwaters of two major Chesapeake Bay tributaries. The Shenandoah Valley is a priority in the NFWF Chesapeake Bay Business Plan, the Chesapeake Bay Program Priority Agricultural Watersheds, NRCS National Water Quality Initiative and Source Water Protection Areas, and VA DEQ and DCR Nonpoint Source Pollution Potential Priorities.

New and ongoing challenges mean that we must be more effective and efficient to achieve water quality goals. There is a strong history of collaboration in the Valley, and we are optimistic. Record public funding, new market-based opportunities, and evolving technologies for livestock and crop management means that there has never been a better time for farmers to adopt practices that produce yields and improve water quality. Funding from NFWF will enable the SVCC to: 1- focus proven landowner recruitment techniques on high-impact areas, 2- fill gaps in federal and state programs to accelerate BMP adoption, 3- support and incentivize BMP maintenance to improve post-installation efficacy, 4- establish conservation easements to secure BMP permanence, and 5- continue to evaluate and improve our regional partnership.

Organization and Primary Contact Information

Organization	Alliance for the Shenandoah Valley
Organization Type	Non-profit Corporation 501(c)(3)
City, State, Country	New Market, Virginia, North America - United States

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**NFWF**

EasyGrantsID: 82555

National Fish and Wildlife Foundation – Chesapeake Bay Innovative Nutrient and Sediment Reduction 2024, Full Proposal

Title: Shenandoah Valley Conservation Collaborative: Accelerating Clean Water and Conservation Outcomes Through Partnership

Organization: Alliance for the Shenandoah Valley

Region (if international)

Primary Contact

Kate G. Wofford

Position/Title

Phone and E-mail

x ; kwofford@shenandoahalliance.org

Additional Contacts

Role	Name

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**NFWF**

EasyGrantsID: 82555

National Fish and Wildlife Foundation – Chesapeake Bay Innovative Nutrient and Sediment Reduction 2024, Full Proposal

Title: Shenandoah Valley Conservation Collaborative: Accelerating Clean Water and Conservation Outcomes Through Partnership

Organization: Alliance for the Shenandoah Valley

Project Location Information

Project Location Description	The Shenandoah Valley of Virginia. Specifically, Augusta, Rockingham, Page, Shenandoah, Warren, and Frederick counties
Project Country(ies)	North America - United States
Project State(s)	Virginia
Project Congressional District(s)	District 6 (VA)

Permits and Approvals

Permits/Approvals Description:

Permits/Approvals Status:

Permits/Approvals Agency-Contact Person:

Permits/Approvals Submittal-Approval Date:



EasyGrantsID: 82555

National Fish and Wildlife Foundation – Chesapeake Bay Innovative Nutrient and Sediment Reduction 2024, Full Proposal

Title: Shenandoah Valley Conservation Collaborative: Accelerating Clean Water and Conservation Outcomes Through Partnership

Organization: Alliance for the Shenandoah Valley

Activities and Outcomes

Funding Strategy: Habitat Restoration

Metric: CBSF - Stream Restoration - Miles Restored

Required: Recommended

Description: Enter the total miles of stream restored through erosion control, streambank stabilization, riparian buffers, livestock exclusion, and/or stream channel modification. Do not duplicate stream miles that have more than one restoration activity.

Starting Value	0.00 Miles restored
Target value	0.20 Miles restored

Note: Stream restored in Valley Farms through partnership with VACS and EQIP program funding.

Funding Strategy: Habitat Management

Metric: CBSF - BMP implementation for livestock fencing - Miles of fencing installed

Required: Recommended

Description: Enter the number of miles of livestock exclusion fencing installed. Assume activities include exclusion fencing and a 35-foot forest or grass buffer, unless otherwise noted.

Starting Value	0.00 Miles of fencing installed
Target value	25.00 Miles of fencing installed

Note: Fencing installed associated with livestock exclusion and rotational grazing infrastructure.

Funding Strategy: Habitat Management

Metric: CBSF - BMP implementation for nutrient or sediment reduction - Acres with BMPs

Required: Recommended

Description: Enter the total number of acres under agricultural or non-urban BMPs to reduce nutrient or sediment loading. Do not double-count individual acres which have multiple BMPs. If you're implementing load reduction practices on urban lands, report associated outcomes instead under the "CBSF - BMP implementation for stormwater runoff - Acres with BMPs" metric. Do not include cover crops, conservation tillage, enhanced cropland nutrient management, or managed grazing.

Starting Value	0.00 Acres with BMPs
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National Fish and Wildlife Foundation – Chesapeake Bay Innovative Nutrient and Sediment Reduction 2024, Full Proposal

Title: Shenandoah Valley Conservation Collaborative: Accelerating Clean Water and Conservation Outcomes Through Partnership

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Target value 3500.00 Acres with BMPs

Note: Total acres with BMP installed in this program estimated through FieldDoc

Funding Strategy: Habitat Management

Metric: CBSF - BMP implementation for nutrient or sediment reduction - Lbs N avoided (annually)

Required: Recommended

Description: Please use FieldDoc to develop estimates of the annual nitrogen pollutant load reductions from your proposed project. Enter FieldDoc-generated nitrogen reduction totals in this field then upload your FieldDoc Project Summary in the "Uploads" section.

Starting Value 0.00 Lbs N avoided (annually)

Target value 64501.89 Lbs N avoided (annually)

Note: Total nitrogen reduction from this project calculated using FieldDoc.

Funding Strategy: Habitat Management

Metric: CBSF - BMP implementation for nutrient or sediment reduction - Lbs P avoided (annually)

Required: Recommended

Description: Please use FieldDoc to develop estimates of the annual phosphorus pollutant load reductions from your proposed project. Enter FieldDoc-generated phosphorus reduction totals in this field then upload your FieldDoc Project Summary in the "Uploads" section.

Starting Value 0.00 Lbs P avoided (annually)

Target value 15535.95 Lbs P avoided (annually)

Note: Total phosphorus reduction from this project calculated using FieldDoc.

Funding Strategy: Habitat Management

Metric: CBSF - BMP implementation for nutrient or sediment reduction - Lbs sediment avoided (annually)

Required: Recommended

Description: Please use FieldDoc to develop estimates of the annual sediment pollutant load reductions from your proposed project. Enter FieldDoc-generated sediment reduction totals in this field then upload your FieldDoc Project Summary in the "Uploads" section.

Starting Value 0.00 Lbs sediment avoided (annually)



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National Fish and Wildlife Foundation – Chesapeake Bay Innovative Nutrient and Sediment Reduction 2024, Full Proposal

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Target value 9963403.39 Lbs sediment avoided (annually)

Note: Total sediment reduction from this project calculated using FieldDoc.

Funding Strategy: Habitat Management

Metric: CBSF - Green Infrastructure - # trees planted

Required: Recommended

Description: Enter the number of trees planted.

Starting Value 0.00 # trees planted
Target value 3000.00 # trees planted

Note: Number of trees planted through BMP implementation and maintenance projects.

Funding Strategy: Habitat Management

Metric: CBSF - Improved management practices - Acres with managed grazing

Required: Recommended

Description: Enter the number of acres with managed grazing (i.e., promoting plant growth above and below ground, improving wildlife habitat, and maximizing soil carbon through a variety of grazing approaches). Please describe the grazing practices in the NOTES section.

Starting Value 0.00 Acres with managed grazing
Target value 700.00 Acres with managed grazing

Note: Acres incentivized to follow grazing plans and demonstrating outcomes.

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Title: Shenandoah Valley Conservation Collaborative: Accelerating Clean Water and Conservation Outcomes Through Partnership

Organization: Alliance for the Shenandoah Valley

I. PERSONNEL										\$389,383.84
Staff Name	Position	Annual Salary	Project Hours	Hourly Rate	LOE (%)	Project Salary	% Fringe	\$ Fringe	Total Personnel	
Kevin Tate Y1	Director of Conservation	\$71,400.00	1040.00	\$34.33	50	\$35,700.00	23.00	\$8,211.00	\$43,911.00	
Kevin Tate Y2	Director of Conservation	\$74,970.00	1040.00	\$36.04	50	\$37,485.00	23.00	\$8,621.55	\$46,106.55	
Kevin Tate Y3	Director of Conservation	\$78,718.50	1040.00	\$37.85	50	\$39,359.25	23.00	\$9,052.63	\$48,411.88	
New Hire Y1	Field Assistant	\$45,000.00	2080.00	\$21.63	100	\$45,000.00	23.00	\$10,350.00	\$55,350.00	
New Hire Y2	Field Assistant	\$45,000.00	2080.00	\$21.63	100	\$45,000.00	23.00	\$10,350.00	\$55,350.00	
New Hire Y3	Field Assistant	\$45,000.00	2080.00	\$21.63	100	\$45,000.00	23.00	\$10,350.00	\$55,350.00	
Kate Wofford Y1	Executive Director	\$93,000.00	325.00	\$44.71	16	\$14,531.25	23.00	\$3,342.19	\$17,873.44	
Kate Wofford Y2	Executive Director	\$93,000.00	325.00	\$44.71	16	\$14,531.25	23.00	\$3,342.19	\$17,873.44	
Kate Wofford Y3	Executive Director	\$93,000.00	325.00	\$44.71	16	\$14,531.25	23.00	\$3,342.19	\$17,873.44	
Kim Woodwell Y1	Deputy Director	\$72,000.00	225.00	\$34.62	11	\$7,788.46	23.00	\$1,791.35	\$9,579.81	
Kim Woodwell Y2	Deputy Director	\$72,000.00	225.00	\$34.62	11	\$7,788.46	23.00	\$1,791.35	\$9,579.81	
Kim Woodwell Y3	Deputy Director	\$72,000.00	225.00	\$34.62	11	\$7,788.46	23.00	\$1,791.35	\$9,579.81	
David Miller Y1	Operations Manager	\$54,600.00	25.00	\$26.25	1	\$656.25	23.00	\$150.94	\$807.19	
David Miller Y2	Operations Manager	\$57,330.00	25.00	\$27.56	1	\$689.06	23.00	\$158.48	\$847.55	
David Miller Y3	Operations Manager	\$60,196.00	25.00	\$28.94	1	\$723.51	23.00	\$166.41	\$889.92	



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Organization: Alliance for the Shenandoah Valley

Totals	\$316,572.20	\$72,811.63	\$389,383.84
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II. TRAVEL				\$16,125.00
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Domestic Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal	\$0.00
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International Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal	\$0.00
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Train – Per Ticket

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal	\$0.00
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Rental Car – Per Day

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal	\$0.00
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Taxis – Per Trip

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Mileage – Per Mile

Purpose/Destination	Unit Cost	Quantity	Total Cost
Travel to project sites and partner meetings	\$0.65	22500	\$14,625.00

SubTotal \$14,625.00

Gasoline – Per Gallon

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Per Diem (M&IE) – Per Day

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Lodging – Per Night

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost
Hotel stays	1	\$250.00	6	\$1,500.00

SubTotal \$1,500.00


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Meals (no M&IE) – Per Meal

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal \$0.00
III. EQUIPMENT \$0.00

Item Name	Description	Unit Cost	Quantity	Total Cost

IV. MATERIALS & SUPPLIES \$9,500.00

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost
Peer to peer learning Y1	supplies for outreach events		\$500.00	7	\$3,500.00
Peer to peer learning Y2	supplies for outreach events		\$500.00	7	\$3,500.00
Peer to Peer learning Y3	supplies for outreach events		\$500.00	5	\$2,500.00

V. CONTRACTUAL SERVICES \$1,065,000.00**Subcontract/Contract – Per Agreement**

Contractor Name	Description	Total Cost
Institute of Constructive Advocacy and Dialogue	Facilitation and conflict resolution services	\$20,000.00
Landowners	BMP Assistance Y1	\$100,000.00
Landowners	BMP Assistance Y2	\$100,000.00

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Landowners	BMP Assistance Y3	\$100,000.00
Landowners BMP maintenance incentive Y1		\$100,000.00
Landowners BMP maintenance incentive Y2		\$100,000.00
Landowners BMP maintenance incentive Y3		\$100,000.00
Appalachian Conservation Corps	Buffer Maintenance	\$100,000.00
Landowners	Virginia Grassland Bird Initiative BMP funding	\$30,000.00
SubTotal		\$750,000.00

Subgrant – Per Agreement

Subrecipient	Description	Total Cost
Valley Conservation Council Y1		\$25,000.00
Valley Conservation Council Y2		\$25,000.00
Valley Conservation Council Y3		\$25,000.00
Virginia Grassland Bird Initiative		\$15,000.00
Friends of the Middle River Y1		\$25,000.00
Friends of the Middle River Y2		\$25,000.00
Friends of the Middle River Y3		\$25,000.00
Friends of the North Fork of the Shenandoah River		\$10,000.00
Friends of the North Fork of the Shenandoah River		\$15,000.00
Friends of the North Fork of the Shenandoah River		\$20,000.00
Potomac Conservancy Y1		\$15,000.00
Potomac Conservancy Y2		\$15,000.00
Potomac Conservancy Y3		\$15,000.00
Alliance for the Chesapeake Bay Y1		\$20,000.00
Alliance for the Chesapeake Bay Y2		\$20,000.00

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Title: Shenandoah Valley Conservation Collaborative: Accelerating Clean Water and Conservation Outcomes Through Partnership

Organization: Alliance for the Shenandoah Valley

Alliance for the Chesapeake Bay Y3		\$20,000.00
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SubTotal	\$315,000.00
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VI. OTHER DIRECT COSTS	\$4,000.00
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Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost
Postage	landowner outreach		\$0.50	3000	\$1,500.00
Printing	BMP informational materials		\$5.00	500	\$2,500.00

VII. TOTAL DIRECT COSTS	\$1,484,008.84
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VIII. INDIRECT COSTS	\$148,400.88
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Explanation of Modified Total Direct Cost Base(MTDC)	Rate Type	NICRA Expiration	\$MTDC	Rate(%)	Total Cost
	De Minimis		\$1,484,008.84	10.00	\$148,400.88

IX. TOTAL PROJECT COSTS	\$1,632,409.72
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National Fish and Wildlife Foundation –
Chesapeake Bay Innovative Nutrient and
Sediment Reduction 2024, Full Proposal

Title: Shenandoah Valley Conservation Collaborative: Accelerating Clean Water and Conservation Outcomes Through Partnership

Organization: Alliance for the Shenandoah Valley

Budget Narrative**Budget Narrative:****1. Personnel**

Personnel -

This funding will be used for the backbone support provided by Alliance for the Shenandoah Valley to the Shenandoah Valley Conservation Collaborative (SVCC).

Kevin Tate is the Director of Conservation at Alliance for the Shenandoah Valley and has been responsible for coordinating the SVCC since 2020. Kevin organizes and facilitates partnership meetings, coordinates partnership communications, conducts project monitoring and reporting, and administers grants and partnership processes.

The Conservation Field Assistant works out of the Harrisonburg Field Office as a technician-level NRCS employee. This position expands the capacity of the field office and after a year of on-the-job training as the Field Assistant, produces an ideal candidate for NRCS and SWCD hiring. Two of our field assistants have been hired as full-time NRCS employees in the region. After several discussions with NRCS Area 1 leadership, we decided to seek NFWF support to continue a Conservation Field Assistant position, with an updated job description that meets near-term needs. Specifically, the Field Assistant will help offset new NRCS field office workload related to the new \$4.5 million RCPP. By focusing on the RCPP, the Field Assistant will allow us to efficiently implement this new program without impacting the core programs, EQIP and CSP. The Field Assistant position will continue to serve as a training program for permanent NRCS positions.

Kate Wofford is Alliance for the Shenandoah Valley's Executive Director. She supports Alliance for the Shenandoah Valley's Board of Directors in making the decisions that impact Alliance's role as the convener of the SVCC. She also contributes in SVCC decision making, meetings, and events.

Kim Woodwell is Alliance for the Shenandoah Valley's Deputy Director. She connects Alliance for the Shenandoah Valley's work in local communities to the efforts of the Shenandoah Valley Conservation Collaborative and engages key community partners in SVCC efforts.

David Miller is Alliance for the Shenandoah Valley's Operations Manager. He ensures that payments from SVCC programs are

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National Fish and Wildlife Foundation –
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Title: Shenandoah Valley Conservation Collaborative: Accelerating Clean Water and Conservation Outcomes Through Partnership

Organization: Alliance for the Shenandoah Valley

made to the participating farmers and landowners. He also facilitates the payments and accounting for subgrants to partner organizations and the financial reports and reimbursement requests to NFWF.

2. Travel

Domestic Airfare - Per Flight -

International Airfare - Per Flight -

Train - Per Ticket -

Rental Car - Per Day -

Taxis - Per Trip -

Mileage - Per Mile -

Mileage to and from project sites, outreach events, and landowner and partner meetings will be reimbursed at the current federal mileage reimbursement rate for Alliance for the Shenandoah Valley staff.

Gasoline - Per Gallon -

Per Diem (M&IE) - Per Day -

Lodging - Per Night -

Hotel stays are anticipated for Kevin Tate to represent the SVCC at relevant out of town conferences. Potential conferences include, but are not limited to, SWCD annual conference, Alliance for the Chesapeake Bay Watershed Forum, the Virginia Forage and Grassland Council annual meeting, Land Trust Alliance Rally, and the Chesapeake Conservation Partnership annual meeting.

Meals (No M&IE) - Per Meal -

3. Equipment

Equipment -

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4. Materials and Supplies

Materials and Supplies -

This category includes necessities for the SVCC to host successful outreach events including, but not limited to, meeting space rental, portable toilet rental, light refreshments, maps, posters, and other materials specific to the event.

5. Contractual Services

Subcontract/Contract - Per
Agreement -

The SVCC will contract with James Madison University's Institute for Constructive Advocacy and Dialogue for continued support in meeting facilitation, conflict resolution, collaborative assessment, and strategic planning. These services have been critical to maintaining a high-functioning partnership.

Landowners BMP assistance is financial assistance paid directly to landowners to supplement state and federal cost share programs. These funds will be used to pay for components of whole-farm conservation plans that are not covered by the state and federal cost share programs but are critical for landowner recruitment and participation. Examples include but are not limited to: portions of fencing, runoff control structures, watering systems, plantings, engineering costs, contractor costs, and other innovative solutions to successfully implement BMPs.

Landowners BMP maintenance incentive is financial assistance and incentive payments made directly to landowners for proper maintenance or use of BMPs installed on their property. Incentive payments and amounts are to be determined and will be based on the landowner's compliance with NRCS management plans for relevant BMPs.

Appalachian Conservation Corps buffer maintenance is a subcontract with Appalachian Conservation Corps to provide a trained field crew and crew leader to maintain riparian forest buffers throughout the Shenandoah Valley.

Landowners Virginia Grassland Bird Incentive is payments made directly to landowners for best practices management that benefit both grassland bird habitat and water quality. This funding will expand this successful program to farms throughout the SVCC service area.

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Organization: Alliance for the Shenandoah Valley

Subgrant - Per Agreement -

Subgrants:

These subgrants will be used by SVCC partners to engage in the SVCC and complete work in priority areas. Subgrants will be used for SVCC partners' staff to engage local communities, coordinate messaging to landowners and farmers, outreach and engage with landowners in priority areas, recruit participants in programs, and engage in SVCC meetings and processes.

6. Other Direct Costs

Other Direct Costs -

Postage for landowner outreach will cover the cost to mail outreach materials to landowners in priority areas.

Printing BMP materials will cover the cost to create and print outreach materials to be mailed to landowners in priority areas.

7. Indirect Costs

Indirect Costs -

Indirect Costs estimated at De Minimis 10% rate

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National Fish and Wildlife Foundation – Chesapeake Bay Innovative Nutrient and Sediment Reduction 2024, Full Proposal

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Organization: Alliance for the Shenandoah Valley

Matching Contributions

Matching Contribution Amount:	\$4,596,125.04
Type:	Cash
Status:	Received
Source:	Natural Resources Conservation Service
Source Type:	Federal
Description:	Regional Conservation Partnership Program project 2721: Increasing Landscape Resiliency in Virginia's Top Producing Agricultural region. Project includes \$3,342,176.68 in financial assistance for landowners and \$1,253,948.36 in technical assistance.

Matching Contribution Amount:	\$100,000.00
Type:	Cash
Status:	Application Submitted
Source:	Hillsdale Fund
Source Type:	Non-Federal
Description:	Funding requested for Alliance for the Shenandoah Valley to develop a new program in Augusta County, including hiring a new Augusta County Coordinator.

Matching Contribution Amount:	\$250,000.00
Type:	Cash
Status:	Pledged
Source:	Landowner
Source Type:	Non-Federal
Description:	Donated Value of a Valley Conservation Council conservation easement.

Matching Contribution Amount:	\$218,750.00
Type:	Cash
Status:	Pledged

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NFWF

EasyGrantsID: 82555

National Fish and Wildlife Foundation – Chesapeake Bay Innovative Nutrient and Sediment Reduction 2024, Full Proposal

Title: Shenandoah Valley Conservation Collaborative: Accelerating Clean Water and Conservation Outcomes Through Partnership

Organization: Alliance for the Shenandoah Valley

Source:	Landowner
Source Type:	Non-Federal
Description:	Donated Value of a Valley Conservation Council conservation easement.

Matching Contribution Amount:	\$165,000.00
Type:	Cash
Status:	Pledged
Source:	Landowner
Source Type:	Non-Federal
Description:	Donated Value of a Valley Conservation Council conservation easement.

Matching Contribution Amount:	\$200,000.00
Type:	Cash
Status:	Pledged
Source:	Landowner
Source Type:	Non-Federal
Description:	Donated Value of a Valley Conservation Council conservation easement.

Matching Contribution Amount:	\$230,000.00
Type:	Cash
Status:	Pledged
Source:	Landowner
Source Type:	Non-Federal
Description:	Donated Value of a Valley Conservation Council conservation easement.

Matching Contribution Amount:	\$1,000,000.00
Type:	In-kind
Status:	Pledged
Source:	Virginia Department of Conservation and Recreation
Source Type:	Non-Federal
Description:	Virginia Agricultural Cost Share program funding used to install water

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	quality best management practices within the SVCC service area during program year 2025.
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Matching Contribution Amount:	\$150,000.00
Type:	Cash
Status:	Pledged
Source:	Agua Fund
Source Type:	Non-Federal
Description:	Agua Fund general operating support to work towards a Shenandoah Valley sustained by farms and forests, clean streams and rivers, and thriving communities.

Matching Contribution Amount:	\$600,000.00
Type:	Cash
Status:	Pledged
Source:	Regional Capacity Building Initiative
Source Type:	Federal
Description:	Three years of a five-year investment by Chesapeake Bay Trust in cross-sector collaboration to accomplish shared goals at the intersection of community and watershed health.

Total Amount of Matching Contributions:	\$7,509,875.04
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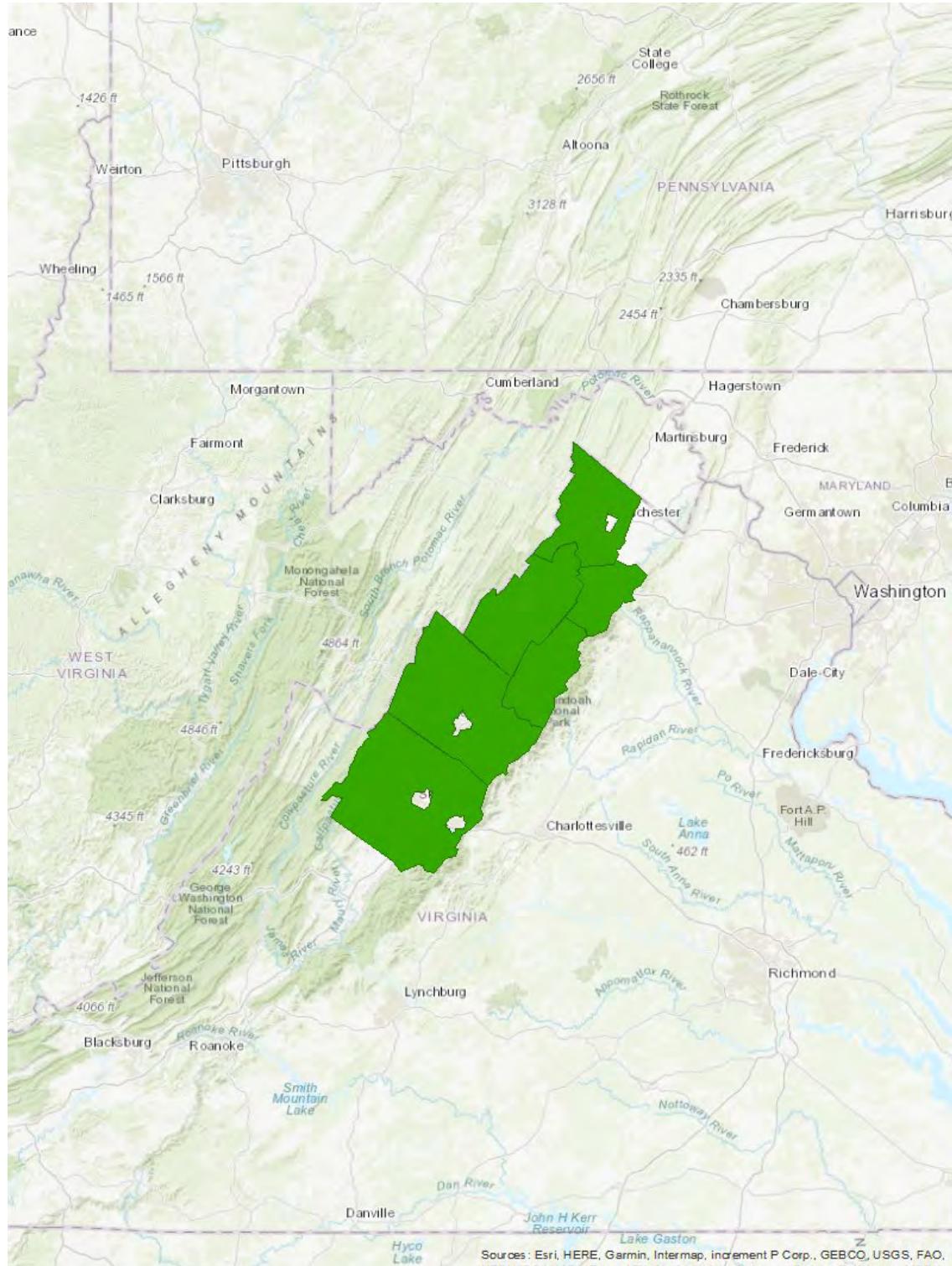
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Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NDS, NRCAN, GarBCa, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI**J.A. 0556**

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The following pages contain the uploaded documents, in the order shown below, as provided by the applicant:

Upload Type	File Name	Uploaded By	Uploaded Date
INSR Full Proposal Narrative 2024	SVCC INSR 2024 Narrative.pdf	Wofford, Kate	02/21/2024
INSR FieldDoc Full Proposal Summary 2024	FieldDoc_2pg.pdf	Wofford, Kate	02/21/2024
Project Map	SVCC Priority Watersheds.pdf	Wofford, Kate	02/21/2024
Project Map	SVCC Service Area.pdf	Wofford, Kate	02/21/2024
Letters of Support	SVCC INSR 2024 LOS.pdf	Wofford, Kate	02/21/2024
Statement of Litigation	Statement+of+Litigation.pdf	Wofford, Kate	02/19/2024
Board of Trustees, Directors, or equivalent	Alliance Board of Directors 2024.pdf	Wofford, Kate	02/19/2024
Applicant Controls Questionnaire	Alliance for the Shenandoah Valley_Applicant+Controls+Questionnaire.pdf	Wofford, Kate	02/19/2024
Other Documents	RCPP description.pdf	Wofford, Kate	02/20/2024
Other Documents	SVCC ICAD Partner Feedback Results.pdf	Wofford, Kate	02/21/2024
Other Documents	SVCC Partners 2024.pdf	Wofford, Kate	02/21/2024
Other Documents	SVCC Service Area Demographics by County.pdf	Wofford, Kate	02/21/2024
Other Documents	SVCC INSR 2024 Work Plan.pdf	Wofford, Kate	02/21/2024

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The following uploads do not have the same headers and footers as the previous sections of this document in order to preserve the integrity of the actual files uploaded.



INNOVATIVE NUTRIENT AND SEDIMENT REDUCTION Full Proposal Project Narrative

Instructions: Save this document on your computer and complete the narrative in the format provided. The final narrative may not exceed ten (10) pages, excluding tables and figures. Please retain the outline format below, but you may delete the instructions associated with each element. Once complete, upload this document into the online application as instructed.

1) Program: INSR Partnership Grants

2) Objectives:

- a. What are the overall goals and objectives for the project?

Partners in the Shenandoah Valley Conservation Collaborative (SVCC) seek to improve water quality in local streams and rivers, increase the adoption of regenerative agriculture practices, and permanently protect farms with high conservation value. These goals will be achieved by 1) increasing the adoption, effectiveness, and permanence of agricultural best management practices (BMPs) in the service area, and 2) building upon five years of successful partnership between nonprofit organizations and state and federal agencies, employing established partnership processes to target work in shared priority areas and develop innovative approaches that fit our region.

- b. How do they accelerate implementation of water quality improvement practices and strengthen the partnerships?

We are in a time of historic investment in conservation programs directed at farmers. Traditional cost-share programs are funded at their highest levels ever and new programs are being created seemingly every week. After decades of advocating for increased funding, the conservation community finds itself with a once-in-a-generation opportunity to make a consequential impact.

The SVCC is primed to take advantage of this unprecedented opportunity. Our robust partnership has the proven ability to engage our local networks, combine professional expertise, and leverage assistance programs to increase the adoption, effectiveness, and permanence of water quality improvement practices on agricultural land. This is demonstrated by robust partner buy-in and substantial outcomes of our 2019 INSR grant.

The SVCC's primary strength is the innovation that results from effective coordination of NRCS and SWCD field offices with local nonprofits. The SVCC organizes targeted outreach to increase landowner recruitment, helps farmers become eligible for cost-share programs, assists farmers in adopting critical components of 'whole-farm' conservation plans not covered by those programs, and coordinates post-implementation BMP maintenance assistance. The SVCC also communicates and engages with other regional partnerships around Virginia, including Virginia Soil Health Coalition, James River Buffer Consortium, Rappahannock River Roundtable, and the Mountains to Bay Grazing Alliance, to share learning and ensure that our efforts are complementary and additive.

A 2019 NFWF INSR grant was vital to the development of a high functioning collaborative and culminated in the SVCC winning the 2023's Chesapeake Bay Collaboration Excellence Award from Virginia Department of Conservation and Recreation. NFWF funding was used to develop effective coordination which cultivated significant partner buy-in to shared priorities. Importantly, multi-

year support has allowed partners to innovate in real time (*See examples in 4a. Partnership Context*)

We seek NFWF support to accelerate BMP implementation efforts in high-impact areas identified through a rigorous priority identification process, increase the permanence of practices by combining BMP programs with land conservation opportunities, and improve water quality outcomes by incentivizing the upkeep and maintenance of practices.

3) Current Water Quality Context:

- a. What is the current status of efforts to advance water quality improvement for the project's targeted geographic region, key audiences, and/or priority water quality improvement practices?

Importance of the region. This project's geographic scope is six counties in the Shenandoah River watershed; Augusta, Rockingham, Page, Shenandoah, Warren and Frederick counties. This region includes 4 of the top 5 agricultural producing counties in Virginia and contains the headwaters of 2 of the 3 largest tributaries to the Chesapeake Bay, the Potomac and James Rivers. The Shenandoah River drains almost 3,000 square miles of the headwaters of the Chesapeake Bay, and most of this water passes through, originates on, or infiltrates into Valley farmland before it joins the Potomac River. The importance of these watersheds is reflected in several designations:

- In 2021, and again in 2022, NRCS designated more subwatersheds in the region as Source Water Protection Areas than in any other Virginia NRCS service area.
- The Chesapeake Bay Program's 2021 Priority Agricultural Watershed Analysis designates sixty-one subwatersheds as the highest priority for water quality improvement. Another 30 subwatersheds were designated the second highest priority in this region.
- The Virginia Department of Conservation and Recreation (DCR) highlights the area in their Nonpoint Source Pollution Potential Priorities
- The Virginia Department of Environmental Quality classifies many of these same subwatersheds as "impaired" by sediment, nutrient, and/or biological contaminants.

History of strong partnership. Through several long-term efforts, including the now 13-year-old Smith Creek Showcase Watershed Partnership (incorporated into the SVCC in 2022), and the former Shenandoah Resource Conservation and Development Council (2004 – 2012), SVCC partners have a successful track-record of working together to improve water quality. Our region is fortunate to have unique levels of inter-agency coordination between our six co-located NRCS and SWCD field offices, national nonprofits, regional conservation groups, and local watershed groups all focused on water quality outcomes in the Shenandoah Valley and coordinating work through the SVCC. (*See description of partners in 4b. Roles and responsibilities*)

Key audience. Given the intensity of the agricultural production in our region, the extent of our water resources, and the fact that ninety percent of Virginia's remaining water quality improvements are expected to come from the agricultural sector, the key audiences for this effort are farmers, agricultural landowners, and rural communities. Fortunately, there is broad public support for programs that result in well-managed farms, clean waterways, protected drinking water and intact rural landscapes. Valley farmers have been leaders in adopting water quality best management practices, and there continue to be opportunities to increase adoption as new technologies and incentives become available, farmland changes hands, and leaders in the agricultural community take active leadership roles in the effort.

Priority practices. The key water quality improvements in this project include both riparian and upland practices. Priority riparian practices include excluding livestock from waterways, creating and maintaining riparian buffers, and restoring eroding stream banks. Upland practices primarily focus on the adoption of farming practices that increase the soil's ability to infiltrate and retain water. These include pasture management practices to facilitate rotational grazing and reduce erosion from heavy use areas, cropping practices that reduce tillage and include cover cropping, and runoff management practices that divert upland runoff away from heavy use areas.

Supplemental documents uploaded:

- *SVCC Service Area Map*
- *SVCC Priority Watersheds Map*
- *Letters of support Virginia state Delegate Tony Wilt (R-Harrisonburg), Delegate Chris Runion (R-Bridgewater)*

b. What is the current progress towards achieving TMDL, WIP, and local pollution reduction goals for affected regions, sectors, and/or audiences?

Farmers in the Valley continue to adopt water quality BMPs and adapt farming practices to benefit the environment and their bottom line. According to DCR records, Shenandoah Valley farmers completed 986 BMP projects through the Virginia Agricultural Cost Share Program in program year 2023, up from 701 projects in program year 2015 and only 83 projects a decade earlier in program year 2013. However, over the same time that we have been working on achieving Virginia's Watershed Implementation Plan objectives, our region has increased both human and livestock populations. Described as a "nutrient mass imbalance" in the Chesapeake Bay Science and Technical Advisory Committee's Comprehensive Evaluation of System Response (CESR) report, our region is importing more nutrients into our watershed than we are exporting. It seems that the water quality goalpost has been moving away from us as we have been trying to reach it.

While we have our work cut out for us, we have much optimism in our efforts. There are new motivations for farmers to adopt water quality BMPs that did not exist before. Record funding through state and federal cost-share programs, new market-based opportunities that provide more flexibility for landowners, and evolving technologies for livestock and crop management make it more attractive than ever to adopt water quality BMPs. Combining these prospects with the ongoing generational shift in farm ownership, there has never been a better time for farmers to adopt modern farming practices that produce high yields and improve water quality. Our robust collaborative is now well-positioned to take full advantage of these opportunities through constructive engagement with Shenandoah Valley farmers and landowners.

c. What are key factors driving current implementation successes, major challenges or barriers to accelerated implementation progress?

Our major successes can be attributed to:

- a unified, multi-decade, effort by conservation partners,
- partnership-wide agreement on current priorities,
- long-term and trusted conservation leaders deeply engaged in local communities,
- steadfast support from NFWF and Alliance for the Shenandoah Valley,
- an inclusive partnership that allows for many different groups to coordinate rather than compete to work with the same farmers and landowners,
- applying NFWF grant funding as a supplement to larger state and federal funding sources in innovative ways at critical times to complete BMPs,

- piloting BMP maintenance programs to ensure that BMPs are achieving the desired water quality outcomes,
- incentivizing re-enrollment of BMPs in programs,
- attracting new investment in our area from emerging market-based opportunities like agricultural carbon markets,
- increasing capacity at local organizations by supporting staff time for work on shared SVCC goals,
- coordinating with James Madison University Institute of Constructive Advocacy and Dialogue (ICAD) to provide strategic planning and build capacity at nonprofits.

Major challenges include:

- increased intensity of animal agriculture – a moving goalpost of WQ outcomes,
- development and subdividing farms into smaller parcels, or ‘farmettes,’ where water quality BMPs, whole farm management approaches, and cost-share programs are not as feasible,
- staff capacity at technical service providers; particularly problematic as qualified staff are critical for efficient implementation of record program funding,
- limited contractor capacity to install conservation practices in accordance with program timelines,
- confusion around new programs and uncertainty about new carbon market and pay-for-performance opportunities.

With renewed support from NFWF, the SVCC intends to address many of these challenges.

4) Current Partnership Context:

- a. What is the partnership’s current role advancing water quality improvement for the project’s affected targeted geographic region, source sectors and/or key audiences, and/or priority water quality improvement practices?

The Shenandoah Valley Conservation Collaborative has been critical to advancing water quality improvement in our region. Ninety-two best management practices that produce water quality outcomes were installed on forty-six farms with direct support from the SVCC since 2020. Fourteen farms in six counties comprising 1,337 acres and 17,409 ft of waterways have protected riparian areas from livestock, timbering, and tillage in conservation easements. Notably, the nutrient and sediment reductions from these outputs exceeded the projections of our 2019 INSR grant.

Proven landowner recruitment. SVCC outreach efforts have delivered conservation opportunities to approximately 1,000 landowners through mailings, field days, presentations, and workshops. SVCC partners developed the innovative “speed dating” approach that prioritizes the *quality* of engagement over the number of people engaged, and we continue to explore new ways to engage landowners from initial contact to implementation. Local watershed groups and regional conservation nonprofits are expert at tapping networks and relationships to recruit landowners, but this requires staff and other internal capacity. NFWF support will enable private sector, on the ground partners to capitalize on historic federal and state investments in conservation.

Focus on the most effective practices:

- Animal agriculture. The pasture management BMPs that SVCC partners support, demonstrate, and incentivize are aimed at addressing the nutrient mass imbalance.

Intensive rotational grazing and forage stockpiling provide cattle farmers better economic outcomes at lower stocking rates. These practices also improve manure management, more efficiently utilizing animal waste to build soils and pasture health. SVCC partners are also initiating efforts with poultry growers, the primary source of agricultural income and growth in our region, to support proper mortality and litter management and reduce concentrated sources of nutrient loading.

- **Riparian buffer maintenance.** The SVCC is working with Appalachian Conservation Corps (ACC), the Rappahannock River Roundtable, and the James River Buffer Consortium to develop and a riparian buffer maintenance crew to perform the necessary, but often overlooked, maintenance to ensure that riparian buffers flourish into successful stands of riparian forest. We seek NFWF support to expand the riparian buffer maintenance program, currently implemented through the Smith Creek Watershed Partnership, from a small-scale pilot to a regional effort that is well-coordinated across regional collaboratives.

Focus on the most effective areas. The SVCC has established and internally published priorities that will guide our future work. Priority areas were identified through a rigorous collaborative process and mapped with financial support from NFWF in a tool that all partners can access. Priority areas were determined based on the potential impact of water quality BMPs and permanent land conservation in an area. Potential impact was calculated based on the length of headwater streams running through the area, impairment level of those streams, quality of the soils, presence of important habitats, and proximity to already conserved lands. By focusing efforts on priority areas, we will maximize the impact of our work and further increase our cohesiveness, making our partnership more efficient and able to achieve greater return on investment.

b. What are the current roles, responsibilities, and/or functions of the partners?

The SVCC takes a ‘big tent’ approach to partnership. While SVCC partners are varied and encompass many types of conservation groups working in our region, all partners share the goal of accelerating land conservation and clean water outcomes and the belief that we can achieve more by partnering than we could by working alone.

Alliance for the Shenandoah Valley serves as the convening organization. They manage shared collaborative funding and provide staff support for partnership coordination and grant management. They also leverage deep community connections and a strong conservation reputation developed through years of community engagement on issues of regional importance.

Local technical service providers including **NRCS, SWCD, VADOF, and Virginia Tech Cooperative Extension** provide topical expertise, technical assistance in the engineering and design of whole-farm conservation approaches, and access to larger state and federal cost-share programs that make BMP adoption feasible for many farmers. These partners also bring strong connections to the agricultural community and incorporate agronomic technical assistance into the conservation message of the Collaborative. We look forward to incorporating into the SVCC in 2024 a new Shenandoah Valley extension agent at **Virginia State University’s Small Farm Outreach Program**, with specialization in reaching historically underserved producers.

National and regional nonprofits such as **Trout Unlimited, American Rivers, Chesapeake Bay Foundation, and Alliance for the Chesapeake Bay** provide additional staff capacity, and opportunities to connect landowners with unique, flexible, and often highly specific funding opportunities that complement the state and federal cost share programs to expand landowner recruitment and improve conservation outcomes.

Land trusts including **Valley Conservation Council** and **Potomac Conservancy** bring the opportunity to make our conservation efforts permanent through conservation easements. They have long-term relationships with landowners who often serve as conservation ambassadors within their communities. Additionally, existing protected lands provide an opportunity to engage with conservation-minded landowners to install and increase water quality BMPs that will be permanent on the landscape.

Virginia Working Landscapes provides a wildlife habitat focus to our partnership and knowledge of cutting-edge ecological science from the Smithsonian Institute. This messaging for agricultural BMPs appeals to certain landowners much more effectively than water quality, soil health, and other common messaging approaches.

County government offices, like **Shenandoah County's Conservation Easement Authority** provide opportunities to partner with public offices and bring other state and local financial resources to the landowner recruitment efforts.

Local nonprofits including **Friends of the Middle River**, **Friends of the North Fork of the Shenandoah River**, **Friends of the Shenandoah River**, and the **South River Watershed Coalition**, are membership-based organizations who focus on bringing citizens together around clean streams and rivers. They provide excellent opportunities to outreach with communities, build grassroots level support, and connect citizens directly to the outcomes of our efforts.

A new partner, **Appalachian Conservation Corps**, will help to address a severe shortage of contractors who provide the maintenance and follow up services that are needed to ensure that BMPs are well maintained, high functioning, and achieving expected water quality outcomes.

The **Institute for Constructive Advocacy and Dialogue (ICAD) at James Madison University** provides facilitation services and leads strategic planning for partner organizations, improving our ability to work together and increasing our capacity to achieve water quality outcomes.

Supplemental documents uploaded:

- *SVCC partners 2024 graphic*
- *Letters of support from SVCC partners and collaborators*

c. What are key strengths or assets of the current partnership's efforts?

The primary strengths of the current partnership are the diversity of our partnership, a high level of partner buy-in, and our substantial momentum towards achieving water quality outcomes. Partners understand each other's roles and have formalized ways of working together. We are rapidly able to identify where we can work together and apply collaborative resources to increase the rate of BMP implementation and landowner access to programs.

In 2020, partners were asked "how important is the work of the SVCC in supporting the work of your organization?" 8% of partners responded that the SVCC was not important, 42% responded that the SVCC was somewhat important, and 50% responded that the SVCC was very important. In early 2024, when asked the same question, 0% responded not important, 21% responded somewhat important, 55% responded very important, and 24% responded that the partnership is essential. The responses to this question measure a very clear increase in buy-in from partner organizations for the SVCC.

Partners in the SVCC bring a strong **culture of problem-solving and innovation**. In particular, a monthly trouble-shooting call with District and NRCS staff generates new approaches to remove barriers to BMP implementation. Examples include:

- A program to increase the rate of re-enrollment into the Conservation Reserve Enhancement Program after the initial lifespan ended by making small investments in landowner eligibility such as treating invasive species and back-fill tree planting,
- Financial assistance to help landowners cover inflationary cost increases, supply chain bottlenecks, and contractor shortages during and immediately after the Covid-19 pandemic,
- Providing permanent and temporary livestock watering system solutions so producers can complete whole farm grazing BMPs,
- Funding portions of perimeter fencing to help landowners qualify for cost-share programs.

A 2024 INSR grant will build upon this culture of innovation and deliver solutions to the barriers and opportunities that present themselves in the coming years.

Finally, this partnership provides consistent and coordinated communication between SVCC partners, across other regional collaboratives, and directly to landowners. This communication and coordination function of the Collaborative will be essential as conservation investments roll out in an abundance of programs and opportunities. This is especially true as emerging pay-for-performance and conservation market approaches, piloted in our region by SVCC in partnership with the Conservation Innovation Fund, become credible opportunities for farmers and landowners to fund practices that produce water quality and climate change mitigation outcomes.

Supplemental documents uploaded:

- *SVCC ICAD partner feedback results*

d. What are the principal gaps, weakness, or deficits currently limiting partners' collective capacity to scale up implementation?

Staff turnover, especially at the SWCD and NRCS field offices, creates barriers to scaling up BMP implementation, such as loss of credibility with landowners, loss of project continuity, and loss of understanding of critical processes. Working collaboratively through the SVCC helps to lessen the impact of staff turnover, as partners can maintain connections with landowners, reduce knowledge gaps, and help to initiate new employees.

Second, NRCS and SWCD offices are **struggling to fill open positions** with qualified applicants. Since 2020, Alliance for the Shenandoah Valley has employed an SVCC Conservation Field Assistant who works out of the Harrisonburg Field Office as a technician-level NCRS employee. This position expands the capacity of the field office and after a year of on-the-job training as the Field Assistant, produces an ideal candidate for NRCS and SWCD hiring. Two of our field assistants have been hired as full-time NRCS employees in the region. After several discussions with NRCS Area 1 leadership, we decided to seek NFWF support to continue a Conservation Field Assistant position, with an updated job description that meets near-term needs. Specifically, the Field Assistant will help offset new NRCS field office workload related to a \$4.5 million RCPP. By focusing on the RCPP, the Field Assistant will allow us to efficiently implement this new program without impacting the core programs, EQIP and CSP. The position will continue to serve as a training program for permanent NRCS positions. We will continue working with regional leadership at NRCS and SWCD to develop and expand 'pipeline' programs that train and direct qualified applicants to open NRCS and SWCD positions to solve the understaffing dilemma.

Third, many BMPs require new infrastructure to be built including wells, fences, sheds, and shelters. These are most often built or installed by private contractors, and we are experiencing a **general shortage of contractor capacity** in our region. Since supply and demand are unbalanced, contractors can prioritize larger and more lucrative projects. It has become increasingly difficult to install smaller BMPs, and nearly impossible to contract for BMP maintenance. SVCC partners are attempting to address this issue in several ways. First, by helping landowners cover the cost gap between cost-share program estimates and actual contractor costs. Second, our new partnership with ACC will address some of this demand, specifically regarding buffer maintenance. Third, we are exploring opportunities to increase contractor capacity by providing technical training opportunities and ‘bundling’ similar BMP projects to increase attractiveness for contractor bids.

Finally, the rules and requirements of the federal and state cost share programs can be rigid. Past NFWF investment has allowed the SVCC to innovate and overcome hurdles to BMP installation as they arise, and we see how a small investment of the more flexible NFWF dollars enables SVCC partners to strategically fill **gaps in existing cost-share programs** and take full advantage of these publicly-funded programs. This will be absolutely critical over the next three years, as we cannot miss the opportunity to implement historic levels of public funding.

5) Communities Engaged and Impacted:

a. Who will specifically benefit from the project?

The primary beneficiaries of this project will be rural communities, farmers, and agricultural landowners in the Shenandoah Valley, because accelerated BMP implementation helps farmers better steward natural resources and rural communities maintain their agricultural way of life. However, many millions will benefit from this project. The water that flows from and through Valley farmland is the source of drinking water for more than 265,000 people in the Valley and nearly nine million more in downstream cities that rely on the Potomac and James Rivers.

SVCC partners are committed to reaching historically underserved producers in our region. In the summer of 2022, a subset of SVCC partners organized a series of workshops to explore who are historically underserved producers in the Shenandoah Valley and how we might do a better job of serving them. The strategy that emerged from that series was to fill a regional gap in Virginia State University’s Small Farm Outreach Program (VSU SFOP) and create an extension agent position to bring those programs, trainings, and knowledge to small and historically underserved farms in the Shenandoah Valley. We are delighted that Virginia Tech Cooperative Extension and Virginia State University have reached an agreement to create this new position, and we look forward to incorporating the proven SFOP workshops and resources into the suite of SVCC programs.

b. How were they or will they be engaged in project development and implementation?

The SVCC is comprised of 22 nonprofit and agency partners. Most of these groups are rooted in the Shenandoah Valley, and partners have boards of directors, advisory councils or steering committees that represent producers at every scale and community members across a range of affiliations and backgrounds.

While there are downsides to such a robust partnership—it requires a lot of coordination! —one very important benefit is the authentic and deep connection to this region and its communities. The strategies and tasks in the proposal have been developed and will be implemented with extensive community engagement and participation, through the diverse partner groups who lead this work.

Alliance for the Shenandoah Valley and partners are participating in a five-year Regional Capacity Building Initiative (CBI IV), supported by Chesapeake Bay Trust. This is a tremendous opportunity to work with cross-sector partners to build relationships and advance shared goals that improve the quality of life in the Shenandoah Valley communities and engage new champions for the protection and restoration natural resources.

Several aspects of this proposal seek to strengthen the SVCC engagement of diverse Valley communities. First, NFWF support will provide capacity building and subgrants at small, membership-based nonprofits that will deepen the community connection of our project. Second, shared learning and relationship-building with CBI IV partners broadens the reach and base of support for stewardship and restoration. Finally, incorporation of the new VSU SFOP extension agent will connect our efforts to smaller or underserved producers.

Supplemental documents uploaded

- *SVCC Service Area Demographics by County table*
- *Letters of support from Virginia State Dairymen's Association, NRCS, Headwaters, Shenandoah Valley and Lord Fairfax Soil and Water Conservation Districts, nonprofit partners*

6) Work Plan:

Please see uploaded SVCC workplan

7) Tracking and Sustaining Implementation Progress:

- a. What plans are proposed or are already in place to support long-term stewardship and delivery of intended load reduction outcomes?

We will support long term stewardship and delivery of load reductions by focusing on maintaining a strong regional collaborative. We will do this through:

- **Backbone organizational support.** Alliance for the Shenandoah Valley serves as a consistent and dependable convener of the SVCC and employs staff dedicated to coordinating the partnership and its projects. This support is critical for continuity with landowners, communities, and partners.
- **Inter-partner communication.** The structure of our partnership provides consistent formal and informal inter-partner communication. Partners are aware of each other's projects, discuss current issues, and collaboratively identify solutions.
- **Effective landowner outreach and education** guided by lessons learned from past outreach and our prioritization models. We host field days, farm tours, workshops, and conservation "speed-dating" events, create publications, and engage farmer 'mentors' who serve as examples.
- **Leveraging other SVCC initiatives**, including a NRCS Regional Conservation Partnership Program and the Shenandoah Valley Fund, which provide funding to make conservation easements more financially accessible to small farms, working farms, and to groups that have not traditionally participated in easement programs. These new easements, created with the help of NRCS, will provide important opportunities to install perpetual water quality BMPs.

5. Communicating and working with collaboratives outside our region to build capacities, align goals, share resources and learning, and take advantage of opportunities.

b. What unique plans or elements of your partnership will support long-term performance and maintenance of implemented practices?

Our plans for supporting long term delivery and stewardship can be organized into four main strategies: two proven strategies that we seek to accelerate with NFWF support and two new strategies that we seek to develop.

- **Permanence through easements.** A core tenant, and unique aspect, of the Shenandoah Valley Conservation Collaborative is our focus on permanent land protection. Landowners can take increasingly committed conservation action when engaging with the SVCC. Starting with simple practice implementation, progressing through stewardship and advanced management, and ultimately securing permanent land conservation. Where practicable and enforceable, land trust partners include permanent conservation practices in easement deed terms.
- **Re-enrolling BMPs in cost-share programs.** BMPs that have been maintained for their initial life-span can usually be enrolled in programs that support long-term performance like the SWCD Continuing Conservation Initiative, the NRCS Conservation Stewardship Program, and CREP. Re-enrollment can result in BMP performance for 30 additional years or longer. The SVCC will facilitate practice re-enrollment as a cost-effective way to ensure BMP outcomes.
- **Coordinating buffer maintenance.** The Virginia Department of Forestry provides detailed maintenance instructions to owners of newly planted riparian buffers that are not always followed. Busy farmers prioritize other important farm work and contractors are reluctant to work on such small acreages. We are working with Appalachian Conservation Corps to develop a buffer maintenance crew to efficiently and consistently maintain buffers during the first critical years of buffer establishment. SVCC partners connect landowners and identify project sites for ACC crews. Together with the James River Buffer Consortium and the Rappahannock River Roundtable we aim to grow this into a state-wide service to improve buffer and riparian BMP outcomes. As an exciting co-benefit, this program introduces young conservation-minded individuals to potential career options in the regenerative ag sector.
- **Providing incentive payments for conservation performance.** Most BMPs require behavior change on the part of the landowner to reach their maximum water quality potential. For example, NRCS staff develop and recommend grazing plans with no requirement that farmers follow them. This is unfortunate because the effectiveness of the rotational grazing infrastructure is determined by how it is used. Similarly, BMPs such as animal manure storage facilities, composting facilities, silvopasture plantings, and habitat establishment *ALL* include management plans that are not always followed post-installation. These important variables are not considered in Bay Model water quality calculations. To address this, we propose to develop and pilot incentive programs to pay farmers for demonstrable behavior change after BMP's are installed. This pilot program will dovetail with the market-based, pay-for-performance strategies we are developing with the Conservation Innovation Fund, which we believe will similarly incentive post-installation management.

8) Data Collection Activities:

a. What types of data do you intend to collect as part of the proposed project activities
No data will be collected other than the information necessary to report to NFWF.

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Programs /
Chesapeake Bay Innovative Nutrient and Sediment Reduction Grants /
Projects /
82555 SVCC clean water and conservation through partnership

82555 SVCC clean water and conservation through partnership

Last modified by Kevin Tate on Tuesday, February 13, 2024 at 11:47 AM

Draft

 [View change log](#)



Metrics

Last updated on Feb 15, 2024 at 3:22 PM

Adapted Chesapeake Nutrient and Sediment Load Reduction Model

The following metric values were generated using data and algorithms supplied by the Adapted Chesapeake Nutrient and Sediment Load Reduction Model model. You can find more information about this model [here](#).

	Estimated value
Pounds of total suspended solids reduced	9,963,403.39 pounds per year
Pounds of total nitrogen reduced	64,501.89 pounds per year
Pounds of total phosphorus reduced	15,535.95 pounds per year

Stream Restoration Load Reduction Estimates (Protocols 1 - 5)

The following metric values were generated using data and algorithms supplied by the Stream Restoration Load Reduction Estimates (Protocols 1 - 5) model. You can find more information about this model [here](#).

	Estimated value
Pounds of total nitrogen reduced	0.00 pounds per year

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Stream Restoration Load Reduction Estimates (Protocols 1 - 5)

The following metric values were generated using data and algorithms supplied by the Stream Restoration Load Reduction Estimates (Protocols 1 - 5) model. You can find more information about this model [here](#).

	Estimated value
Pounds of total suspended solids reduced	0.00 pounds per year
Pounds of total phosphorus reduced	0.00 pounds per year
Installed / Planned	% Installed
Acres with BMPs for nutrient and sediment reduction	0.00 acres / 3,973.30
Number of trees planted	0.00 / 0.00
Miles of fencing installed	0.00 miles / 0.00
Miles of riparian restoration	0.00 miles / 0.00
Miles of livestock fencing installed	0.00 miles / 0.00

Practices 69 [View all →](#)

 Create
 Import file
 View map

- [riparian buffer FOREST BUFFER-STREAMSIDE WITH EXCLUSION FENCING](#)

Converts streamside pasture to forest and prevents livestock from entering the s...

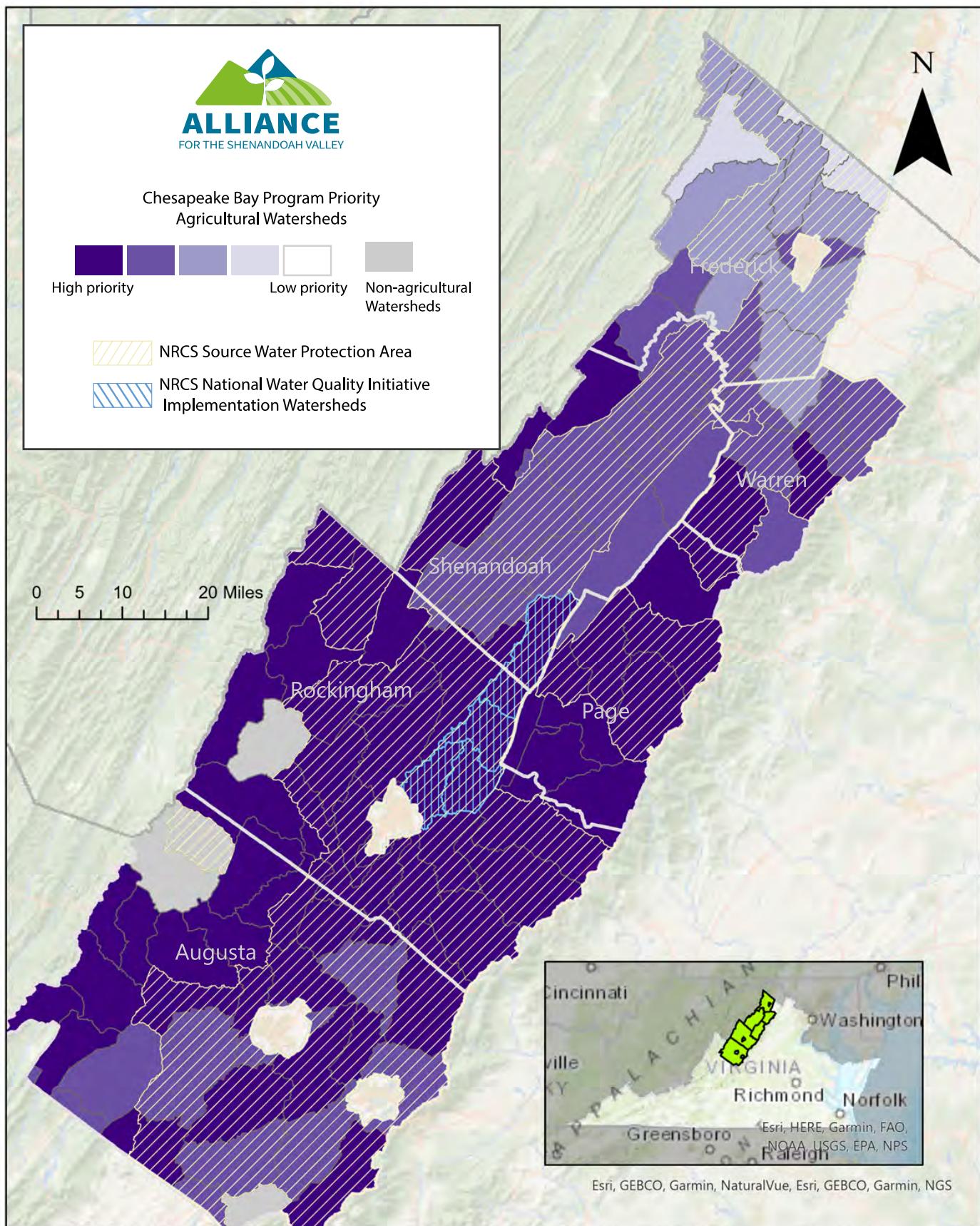


Last updated Feb 15, 2024

- [Prescribed Grazing PRECISION INTENSIVE ROTATIONAL/PRESCRIBED GRAZING](#)

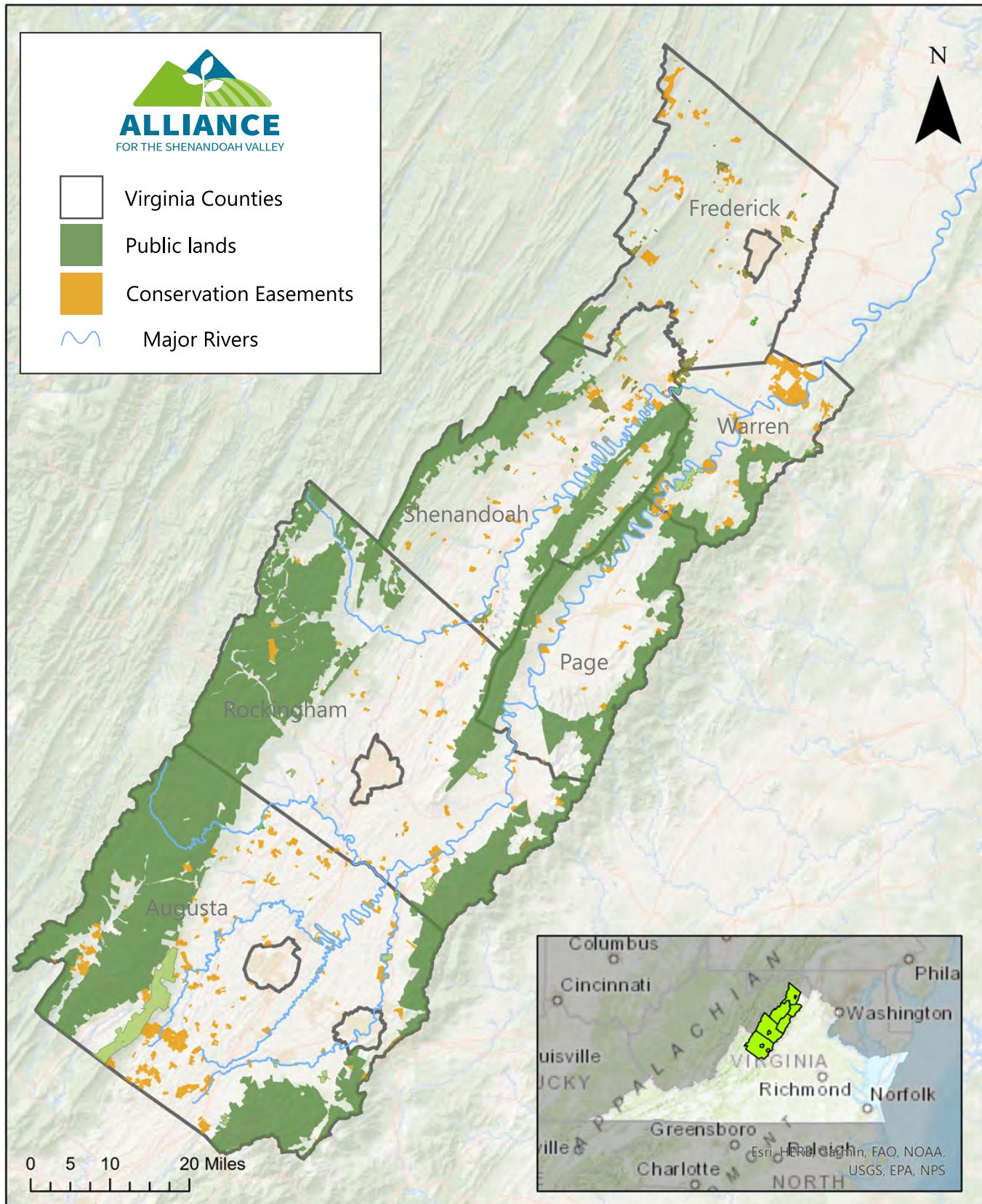
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Shenandoah Valley Conservation Collaborative Priority Watersheds



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Shenandoah Valley Conservation Collaborative Service Area



J.A. 0572

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Shenandoah Valley Conservation Collaborative
Letters of Support

Elected officials:

Virginia Delegate Chris Runion

Virginia Delegate Tony Wilt

SVCC agency partners:

USDA Natural Resources Conservation Service

Lord Fairfax Soil and Water Conservation District

Shenandoah Valley Soil and Water Conservation District

Headwaters Soil and Water Conservation District

Virginia Department of Forestry

Virginia Department of Conservation and Recreation

SVCC nonprofit partners:

Valley Conservation Council

Potomac Conservancy

Friends of the Middle River

Friends of the North Fork of the Shenandoah River

Chesapeake Bay Foundation

Alliance for the Chesapeake Bay

Smithsonian Conservation Biology Institute – Virginia Working Landscapes

The Conservation Fund

Trout Unlimited

American Rivers

JMU Institute for Constructive Advocacy and Dialogue

Community representatives:

Shenandoah County Office of Community Development

Virginia State Dairymen's Association

Regional collaborative conveners:

Virginia Soil Health Coalition

Friends of the Rappahannock River

James River Association

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COMMONWEALTH OF VIRGINIA
HOUSE OF DELEGATES
RICHMOND

CHRIS RUNION
POST OFFICE BOX 202
BRIDGEWATER, VIRGINIA 22812

THIRTY-FIFTH DISTRICT

COMMITTEE ASSIGNMENTS:
FINANCE
LABOR AND COMMERCE
AGRICULTURE, CHESAPEAKE AND
NATURAL RESOURCES

February 9, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: Letter of Support for “Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership.”

Dear Mr. Reilly:

I am writing to express my support for the Shenandoah Valley Conservation Collaborative proposal to National Fish and Wildlife Foundation’s Innovative Nutrient and Sediment Reduction grant program, submitted by Alliance for the Shenandoah Valley on behalf of the 22-member partnership.

As a delegate from one of Virginia’s top agricultural-producing districts, I understand that strategic investments in programs that support profitable farm enterprises and enhance local waterways are more critical now than ever. The Shenandoah Valley Conservation Collaborative, a Valley-based public-private partnership that leverages the skills and expertise of conservation partners, provides farmers tools and resources to steward the Valley’s extraordinary resources and achieve shared goals in clean water, agricultural vitality, and rural landscape conservation.

Here in the Shenandoah Valley, a strong agricultural economy is critical not only to the future of farming families and ag-related businesses but to all sectors of our economy. By strengthening local partnerships, increasing outreach to landowners, building technical expertise, and investing in farmer-to-farmer networks, this new initiative will help deliver long-term environmental and economic improvements for the Shenandoah Valley and the entire Chesapeake Bay region.

Again, I encourage the National Fish and Wildlife Foundation to approve this proposal on behalf of the Shenandoah Valley Conservation Collaborative. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Chris Runion". Below the signature, the name "Delegate Chris Runion" is printed in a smaller, sans-serif font.

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COMMONWEALTH OF VIRGINIA
HOUSE OF DELEGATES
RICHMONDTONY O. WILT
POST OFFICE BOX 1425
HARRISONBURG, VIRGINIA 22803

THIRTY-FOURTH DISTRICT

February 6, 2024

COMMITTEE ASSIGNMENTS:
LABOR AND COMMERCE
AGRICULTURE, CHESAPEAKE AND
NATURAL RESOURCES
PUBLIC SAFETY

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: *Letter of Support* "Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership."

Dear Mr. Reilly:

I am writing to express my support for the Shenandoah Valley Conservation Collaborative proposal to National Fish and Wildlife Foundation's Innovative Nutrient and Sediment Reduction grant program, submitted by Alliance for the Shenandoah Valley on behalf of the 22- member partnership.

As a member of the Chesapeake Bay Commission and representative from one of Virginia's top agricultural-producing districts, I understand that strategic investment in innovative programs that enhance local waterways and support profitable farm enterprises are more critical now than ever. The Shenandoah Valley Conservation Collaborative, a Valley-based public-private partnership that leverages the skills and expertise of conservation partners, has proven its ability to provide farmers the tools and resources they need to steward the Valley's extraordinary resources and achieve shared goals in clean water, agricultural vitality, and rural landscape conservation.

Here in the Shenandoah Valley, a strong agricultural economy is critical not only to the future of farming families and ag-related businesses but to all sectors of our economy. By strengthening local partnerships, increasing outreach to landowners, building technical expertise, and investing in farmer-to-farmer networks, this new initiative will help deliver long-term environmental and economic improvements for the Shenandoah Valley and the entire Chesapeake Bay region.

Again, I encourage the National Fish and Wildlife Foundation to approve this proposal on behalf of the Shenandoah Valley Conservation Collaborative. Thank you for your consideration.

Sincerely,

Tony Wilt



USDA - Natural Resources Conservation Service
1606 Santa Rosa Road Suite 209
Richmond, Virginia 23229

RE: Letter of collaboration for Shenandoah Valley Conservation Collaborative's 2024 proposal to the National Fish and Wildlife Foundation Innovative Nutrient and Sediment Reduction grant program.

February 1, 2024

Mr. Jake Reilly
Program Director, Chesapeake Bay Stewardship Fund
National Fish and Wildlife Foundation (NFWF)

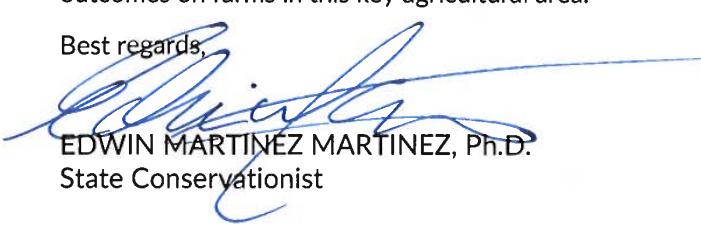
Mr. Reilly:

I am writing regarding the Shenandoah Valley Conservation Collaborative's (SVCC) application for a National Fish and Wildlife Foundation Innovative Nutrient and Sediment Reduction grant. We at NRCS understand that this proposal, submitted by Alliance for the Shenandoah Valley, will strengthen a unique partnership between nonprofits, state and federal agencies and local governments working with farmers and landowners to accelerate clean water and conservation outcomes in one of our state's most productive regions for agriculture.

Our agency has been a critical partner in the SVCC since its inception in 2017. As partners, we apply NRCS programs and technical assistance as an additional motivation for the voluntarily implementation of agricultural best practices that address non-point source nutrient pollution. Our service centers in Harrisonburg, Verona and Strasburg have worked closely with the SVCC in terms of coordinated outreach to engage new clients, increase staff capacity at our local offices and supplemental financial assistance to help implement on-the-ground conservation practices.

Should the grant be awarded, NRCS conservationists will contribute their experience and knowledge in the form of technical assistance to participating landowners. We will also leverage Farm Bill conservation programs and complimentary regional initiatives including the Smith Creek Watershed Partnership, the National Water Quality Initiative, and the Regional Conservation Partnership Program while we build on existing landowner relationships to increase the rate of agricultural best practice adoption. NRCS is additionally committed to the project's larger goal of increasing conservation outcomes on farms in this key agricultural area.

Best regards,



EDWIN MARTINEZ MARTINEZ, Ph.D.
State Conservationist

cc: John Womack, Assistant State Conservation-Partnerships, and Initiatives,
Richmond State Office

Natural Resources Conservation Service
USDA is an equal opportunity provider, employer, and lender.

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**722-B East Queen Street
Strasburg, VA 22657
Telephone: (540) 465-2424, Ext. 5
[www.http://lfswcd.org](http://lfswcd.org)**

January 24, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: *Letter of Support*, “Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership.”

Dear Mr. Reilly:

I am writing to convey Lord Fairfax Soil & Water Conservation District’s strong support for the Shenandoah Valley Conservation Collaborative’s proposal to National Fish and Wildlife Foundation’s Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22- member partnership.

Conservation organizations and agencies have a long history of working together in the Shenandoah Valley, and the Shenandoah Valley Conservation Collaborative (SVCC) has brought new resources, relationships, energy, and efficiencies that have greatly increased our collective impact. The SVCC facilitates communication and professional relationship building between organizations, combines partners’ technical capacities to best meet the needs of rural landowners, organizes measurably effective outreach events to increase landowner recruitment, defines shared priorities to target high impact work, and helps partners consistently and innovatively overcome barriers to best management practice installation. Much of this success can be attributed to early NFWF support of the SVCC. and was reflected in our 2023 award from the Virginia Department of Conservation and Recreation for collaboration excellence.

With renewed support from NFWF, the SVCC will increase its effectiveness and accelerate the voluntary adoption of agricultural best practices in our region. Continued investment from NFWF will provide critical support in the coordination and administration of our large network of organizations. The support will be used by smaller, community-based organizations to build institutional capacity and by our larger partners to leverage community relationships and connect their programs to new participants.

Second, continued support from NFWF will allow SVCC partners to increase the adoption of agricultural BMPs, helping farmers and landowners access, qualify for, and complete state and

LORD FAIRFAX Soil and Water Conservation District programs, activities and employment opportunities are available to all people regardless of race, color, religion, sex, age, disability, national origin or political affiliation. An equal opportunity/affirmative action employer.

J.A. 0577

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We work with the people who work the land.

**722-B East Queen Street
Strasburg, VA 22657
Telephone: (540) 465-2424, Ext. 5
[www.http://lfswcd.org](http://lfswcd.org)**

federal cost-share programs, apply landowner recruitment efforts to high impact areas, and test out innovative strategies to ensure BMP performance. In some cases, landowners have needed to

address resource concerns on their property using best management practices that did not qualify for the Virginia Agricultural Cost Share program. NFWF funds through SVCC made it possible for those landowners to complete the necessary BMPs to provide a whole-farm approach to conservation.

Lord Fairfax Soil & Water Conservation District is committed to working with farmers and rural landowners in the Shenandoah Valley to improve water quality in our local streams and rivers and the Chesapeake Bay. Collaborating with partners through the SVCC has proven a successful strategy to increase our impact and implement more water quality best practices faster and more effectively. We are confident that a renewed investment from NFWF will enable partners to adapt, innovate, and produce the substantial water quality outcomes needed for restoration of the Shenandoah River and its tributaries and the Chesapeake Bay.

Sincerely,

Joan M. Comanor
Chairwoman, Lord Fairfax Soil & Water Conservation District

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J.A. 0578



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Shenandoah Valley Soil & Water Conservation District
1934 Deyerle Avenue, Suite B • Harrisonburg, VA 22801
Phone: (540) 534-3105 • Fax (540) 433-9998
www.svswcd.org

We work with the people who work the land.

February 5, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

Dear Mr. Reilly:

The Shenandoah Valley Soil and Water Conservation District (SWCD) supports the proposal by the Shenandoah Valley Conservation Collaborative (SVCC) to the National Fish and Wildlife Foundation's Innovative Nutrient and Sediment Reduction grant program. The proposal is being submitted by the Alliance for the Shenandoah Valley on behalf of the SVCC.

The SVCC proposal will build on work funded by NFWF in recent years. The new grant will help deliver technical assistance and outreach to areas of high importance for NFWF throughout our service area while also helping to meet Chesapeake Bay TMDL and Phase III WIP goals. The new grant will fund increased landowner recruitment efforts for cost-share programs. It will fund technical assistance to NRCS and the ongoing conservation efforts of the region's Soil and Water Conservation Districts, as well as provide supplemental funding for implementation of anticipated record levels of cost-share signups.

NFWF's funding of this proposal will support our strong commitment to working with farmers and rural landowners to improve water quality in our local waterways and the Chesapeake Bay. Collaborating with partners through the SVCC has strengthened our impact. I hope you will look favorably on the SVCC's proposal.

With Regards,

A handwritten signature in cursive ink that reads "Megen Dalton".

Megen Dalton
District Manager



We work with the people who work the land.

Headwaters Soil and Water Conservation District

70 Dick Huff Lane

Verona, VA 24482

(540) 248-0148

www.headwatersswcd.org

February 20, 2024

Mr. Jake Reilly
 Director, Chesapeake Bay Programs
 National Fish and Wildlife Foundation
 1133 15th Street, NE, Suite 1000
 Washington, DC 20005

RE: *Letter of Support*, "Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership."

Dear Mr. Reilly:

I am writing to convey Headwaters Soil and Water Conservation District's strong support for the Shenandoah Valley Conservation Collaborative's proposal to National Fish and Wildlife Foundation's Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22-member partnership.

Conservation organizations and agencies have a long history of working together in the Shenandoah Valley, and the Shenandoah Valley Conservation Collaborative (SVCC) has brought new resources, relationships, energy, and efficiencies that have greatly increased our collective impact. The SVCC facilitates communication and professional relationship building between organizations, combines partners' technical capacities to best meet the needs of rural landowners, organizes measurably effective outreach events to increase landowner recruitment, defines shared priorities to target high impact work, and helps partners consistently and innovatively overcome barriers to best management practice installation. Much of this success can be attributed to early NFWF support of the SVCC, and was reflected in our 2023 award from the Virginia Department of Conservation and Recreation for collaboration excellence.

With renewed support from NFWF, the SVCC will increase its effectiveness and accelerate the voluntary adoption of agricultural best practices in our region. Continued investment from NFWF will provide critical support in the coordination and administration of our large network of organizations. The support will be used by smaller, community-based organizations to build institutional capacity and by our larger partners to leverage community relationships and connect their programs to new participants.

Second, continued support from NFWF will allow SVCC partners to increase the adoption of agricultural BMPs, helping farmers and landowners access, qualify for, and complete state and federal cost-share programs, apply landowner recruitment efforts to high impact areas, and test out innovative strategies to ensure BMP performance.

Headwaters Soil and Water Conservation District is committed to working with farmers and rural landowners in the Shenandoah Valley to improve water quality in our local streams and rivers and the Chesapeake Bay. Collaborating with partners through the SVCC has proven a successful strategy to increase our impact and implement more water quality best practices faster and more effectively. We are confident that a renewed investment from NFWF will enable partners to adapt, innovate, and produce the substantial water quality outcomes needed for restoration of the Shenandoah River and its tributaries and the Chesapeake Bay.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Easterling".

Joseph Easterling
 Chairman, Headwaters Soil and Water Conservation District

Rob Farrell
State Forester



COMMONWEALTH of VIRGINIA

Department of Forestry

900 Natural Resources Drive, Suite 800 • Charlottesville, Virginia 22903
(434) 977-6555 • Fax: (434) 296-2369 • www.dof.virginia.gov

February 9, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: *Letter of Support*, “Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership.”

Dear Mr. Reilly:

I am writing to convey the Virginia Department of Forestry’s (DOF) support for the Shenandoah Valley Conservation Collaborative’s proposal to National Fish and Wildlife Foundation’s Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22- member partnership.

Conservation organizations and agencies have a long history of working together in the Shenandoah Valley, and the Shenandoah Valley Conservation Collaborative (SVCC) has brought new resources, relationships, energy, and efficiencies that have greatly increased our collective impact. The SVCC facilitates communication and professional relationship building between organizations, combines partners’ technical capacities to best meet the needs of rural landowners, organizes measurably effective outreach events to increase landowner recruitment, defines shared priorities to target high impact work, and helps partners consistently and innovatively overcome barriers to best management practice installation. Much of this success can be attributed to early NFWF support of the SVCC and was reflected in the 2023 award from the Virginia Department of Conservation and Recreation for collaboration excellence.

With renewed support from NFWF, the SVCC will increase its effectiveness and accelerate the voluntary adoption of agricultural best practices in the Shenandoah Valley. SVCC has coordinated workshops where landowners met conservation professionals and learned what conservation tools were available to help them better manage their land. DOF staff have attended these workshops and provided resources highlighting our Conservation Easement program, our Watershed Program, and the services our field staff provide to all citizens of the Commonwealth. Through the

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collaborative efforts of SVCC, DOF has been able to reach new landowners to discuss the important role forests play in protecting water quality. Second, continued support from NFWF will allow SVCC partners to increase the adoption of agricultural BMPs, helping farmers and landowners access, qualify for, and complete state and federal cost-share programs, apply landowner recruitment efforts to high impact areas, and test out innovative strategies to ensure BMP performance. Examples of past work include funding to help landowners perform needed maintenance work on riparian forest buffers that were planted as part of the Conservation Reserve Enhancement Program (CREP). If the maintenance work had not been completed, the acres would not have remained in CREP and therefore would not count toward overall WIP III goals for establishing riparian forest buffers in the region.

The Virginia Department of Forestry is committed to working with farmers and rural landowners in the Shenandoah Valley to improve water quality in our local streams and rivers and the Chesapeake Bay. Collaborating with partners through the SVCC has proven a successful strategy to increase our impact and implement more water quality best practices faster and more effectively. We are confident that a renewed investment from NFWF will enable partners to adapt, innovate, and produce the substantial water quality outcomes needed for restoration of the Shenandoah River and its tributaries and the Chesapeake Bay.

Sincerely,



Terrance Lasher
Assistant State Forester
Virginia Department of Forestry

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Travis A. Voyles
Secretary of Natural and Historic Resources

Matthew S. Wells
Director

Andrew W. Smith
Chief Deputy Director



Frank N. Stovall
Deputy Director
for Operations

Darryl Glover
Deputy Director for
Dam Safety,
Floodplain Management and
Soil and Water Conservation

Laura Ellis
Deputy Director for
Administration and Finance

COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

February 20, 2024

Kate Wofford
Alliance for the Shenandoah Valley
P.O. Box 674
New Market, VA 22844

Ms. Wofford,

This letter is to confirm your request that the Virginia Department of Conservation and Recreation (DCR) designates \$1,000,000 of its Program Year 2025 (PY25) allocation for the Virginia Agricultural Best Management Practices Cost-share Program (VACS), as in-kind match for your upcoming National Fish and Wildlife Foundation (NFWF) Innovative Nutrient and Sediment Reduction (INSR) grant proposal. DCR understands that this match will be used to secure up to \$1,500,000 in financial assistance to build on momentum of a high-functioning collaborative, provide technical assistance to NRCS and SWCD to implement record levels of cost-share funding, provide supplemental financial assistance to increase the rate of best management practice (BMP) implementation, and increase landowner recruitment for cost-share programs. DCR is pleased to partner with any project that will help increase implementation, tracking and reporting of BMPs and water quality improvements in Virginia.

With the provision of in-kind match, DCR encourages your organization to use outreach opportunities and events to bring awareness of the VACS program, both for new practices and for Continued Conservation Implementation (CCI) practices, which can be utilized to maintain existing practices as they reach practice lifespan. DCR expects practices that are eligible for reduction credit be reported to the Bay Program, either through the local SWCD, directly to DEQ or through some other mechanism. Also, be aware that the grant entity and associated funding source may have stipulations that limit the amount of “gap funding” or supplemental funding that may be provided in conjunction with VACS funds.

Please let us know as soon as possible if the grant proposal is funded. While the grant proposal may be for a multi-year timeframe, if funded, the confirmed in-kind VACS match should optimally be fully obligated during PY25. Lastly, the grantee must report their nonpoint source best management practice (BMP) implementation data associated with the grant to the Department of Environmental Quality’s (DEQ) BMP Warehouse before DCR will provide its match certification.

600 East Main Street, 24th Floor | Richmond, Virginia 23219 | 804-786-6124

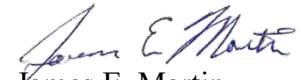
*State Parks • Soil and Water Conservation • Planning and Recreation Resources
Natural Heritage • Dam Safety and Floodplain Management • Land Conservation*

J.A. 0583

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If this letter is insufficient documentation for confirmation of in-kind match, please let us know. Should you need additional information, please contact me at our central office address or via email at: James.E.Martin@DCR.Virginia.gov.

Sincerely,


James E. Martin
Division Director, DCR-DSWC

cc: Faye Campbell, DCR, Finance Division
Barbara McGarry, DCR, Resource Management Plan Program Specialist
Jeffrey Rogers, DCR, Grants Manager

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Protecting America's Legendary Shenandoah Valley

February 6th, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: *Letter of Support*, "Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership."

Dear Mr. Reilly:

I am writing to convey Valley Conservation Council's strong support for the Shenandoah Valley Conservation Collaborative's proposal to National Fish and Wildlife Foundation's Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22-member partnership.

Conservation organizations and agencies have a long history of working together in the Shenandoah Valley, and the Shenandoah Valley Conservation Collaborative (SVCC) has brought new resources, relationships, energy, and efficiencies that have greatly increased our collective impact. The SVCC facilitates communication and professional relationship building between organizations, combines partners' technical capacities to best meet the needs of rural landowners, organizes measurably effective outreach events to increase landowner recruitment, defines shared priorities to target high impact work, and helps partners consistently and innovatively overcome barriers to best management practice installation. Much of this success can be attributed to early NFWF support of the SVCC, and was reflected in our 2023 award from the Virginia Department of Conservation and Recreation for collaboration excellence.

With renewed support from NFWF, the SVCC will increase its effectiveness and accelerate the voluntary adoption of agricultural best practices in our region. Continued investment from NFWF will provide critical support in the coordination and administration of our large network of organizations. The support will be used by smaller, community-based organizations to build institutional capacity and by our larger partners to leverage community relationships and connect their programs to new participants. Valley Conservation Council has benefited immensely from our partnership with SVCC. This collaboration had led to stronger connections with other conservation-minded non-profits and agencies in our service region, advancing and increasing our shared goal of protecting and restoring the Shenandoah Valley watershed through developing new conservation easements and enhancing existing easements currently managed by Valley Conservation Council. It has also inspired other collaborative efforts in the rest of our service region to emulate the positive impact SVCC has had on our efforts.



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540.886.3541

valleyconservation.org

J.A. 0585

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Second, continued support from NFWF will allow SVCC partners to increase the adoption of agricultural BMPs, helping farmers and landowners access, qualify for, and complete state and federal cost-share programs, apply landowner recruitment efforts to high impact areas, and test out innovative strategies to ensure BMP performance. The collaborative has provided direct support for Valley Conservation Council which has permanently protected more than 1,300 acres and over 3 miles of waterways with conservation easements over three years. Additionally, SVCC's structure allows for information sharing among partners, allowing us to keep conservation minded landowners informed of new programs and opportunities to improve their already protected lands. Without regular communications and check-ins, and a dedicated staff member to organize us, this would be difficult, if not impossible, to accomplish.

Valley Conservation Council is committed to working with farmers and rural landowners in the Shenandoah Valley to improve water quality in our local streams and rivers and the Chesapeake Bay. Collaborating with partners through the SVCC has proven a successful strategy to increase our impact and implement more water quality best practices faster and more effectively. We are confident that a renewed investment from NFWF will enable partners to adapt, innovate, and produce the substantial water quality outcomes needed for restoration of the Shenandoah River and its tributaries and the Chesapeake Bay. Continued support for SVCC will allow VCC to protect thousands of acres of productive and scenic farmland and forests, miles of important tributaries of the Chesapeake Bay, and continue our trajectory ever more effective collaboration to protect the Shenandoah Valley. Thank you for your consideration and support of this project.

Sincerely,



Peter Hujik
Executive Director
Valley Conservation Council
Peter@valleyconservation.org

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January 30, 2024

962 Wayne Avenue, Suite 504 | Silver Spring, MD 20910 | 301.608.1188

www.potomac.org

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: *Letter of Support*, “Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership.”

Dear Mr. Reilly:

I am writing to convey **Potomac Conservancy’s** strong support for the Shenandoah Valley Conservation Collaborative’s proposal to National Fish and Wildlife Foundation’s Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22- member partnership.

Conservation organizations and agencies have a long history of working together in the Shenandoah Valley, and the Shenandoah Valley Conservation Collaborative (SVCC) has brought new resources, relationships, energy, and efficiencies that have greatly increased our collective impact. The SVCC facilitates communication and professional relationship building between organizations, combines partners’ technical capacities to best meet the needs of rural landowners, organizes measurably effective outreach events to increase landowner recruitment, defines shared priorities to target high impact work, and helps partners consistently and innovatively overcome barriers to best management practice installation. Much of this success can be attributed to early NFWF support of the SVCC. and was reflected in our 2023 award from the Virginia Department of Conservation and Recreation for collaboration excellence.

With renewed support from NFWF, the SVCC will increase its effectiveness and accelerate the voluntary adoption of agricultural best practices in our region. Continued investment from NFWF will provide critical support in the coordination and administration of our large network of organizations. The support will be used by smaller, community-based organizations to build institutional capacity and by our larger partners to leverage community relationships and connect their programs to new participants.

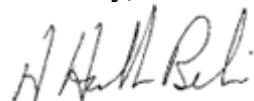
Second, continued support from NFWF will allow SVCC partners to increase the adoption of agricultural BMPs, helping farmers and landowners access, qualify for, and complete state and federal cost-share programs, apply landowner recruitment efforts to high impact areas, and test out innovative strategies to ensure BMP performance.

Potomac Conservancy is committed to working with farmers and rural landowners in the Shenandoah Valley to improve water quality in our local streams and rivers and the Chesapeake Bay. Collaborating with partners through the SVCC has proven a successful strategy to increase

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our impact and implement more water quality best practices faster and more effectively. We are confident that a renewed investment from NFWF will enable partners to adapt, innovate, and produce the substantial water quality outcomes needed for restoration of the Shenandoah River and its tributaries and the Chesapeake Bay.

Sincerely,



Hedrick Belin
President

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Entry Number 24-5

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January 30, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: *Letter of Support*, “Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership.”

Dear Mr. Reilly:

I am writing to convey Friends of the Middle River’s (FOMR) strong support for the Shenandoah Valley Conservation Collaborative’s (SVCC) proposal to National Fish and Wildlife Foundation’s Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22- member partnership.

Conservation organizations and agencies have a long history of working together in the Shenandoah Valley, and the Shenandoah Valley Conservation Collaborative has brought new resources, relationships, energy, and efficiencies that have greatly increased that collective impact. The SVCC facilitates communication and professional relationship-building between organizations like FOMR, combines technical capacities to best meet the needs of rural landowners, organizes measurably effective outreach events to increase landowner recruitment, defines shared priorities to target high impact work, and helps partners consistently and innovatively overcome barriers to best management practice installation. Much of this success can be attributed to early NFWF support of the SVCC. and was reflected in their 2023 award from the Virginia Department of Conservation and Recreation for collaboration excellence.

Through SVCC’s financial support and the combined value of our participation in the collaborative with other similar organizations, FOMR is able to not only leverage financial support, but relationships with partners who are also highly motivated to improve our collective watershed. FOMR outreach is not just to students, recreationalists, or to the agricultural community, but to all interests represented in the Middle River watershed, and that requires our interaction with other organizations whose members possess the knowledge and skills to speak to all of those groups. We believe in a holistic approach to achieve greater watershed resilience but we are a small, community-driven organization, so that means we must nurture relationships and leverage the knowledge of others to find success. Our collaboration with SVCC makes that ambitious goal a reality.

Currently, FOMR is engaged in an innovative project using mapping software to overlay priority conservation areas SVCC has identified with Middle River watershed-specific landowner data to target landowners for BMP outreach. While 72 miles of the river runs through Augusta County,

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along with many more miles of upland tributaries, FOMR doesn't have the staff or financial resources to reach out meaningfully to each watershed landowner. Therefore, we are strategically targeting subsets of landowners in high-impact areas to prioritize resource allocation. Without our relationship with SVCC, this critical strategic outreach campaign would not be at all possible.

At a recent strategic planning meeting, FOMR board members voiced a real need to address the existential threats that face us today by reaffirming our commitment to be stewards of this small but vital watershed. Every cool, swirling eddy will ultimately find its way to the bay, and we want to do our part to ensure that we keep that water as clean as is possible. While the technicalities of BMPs, bureaucracy, and collaboration are complex, the value of clean water on a spring day as a smallmouth breaks the meniscus and heron makes her approach, is not.

Please consider our heartfelt appeal for continued NFWF support of SVCC. This work will surely yield dividends for the future.

Sincerely,

Pete Barlow
Friends of the Middle River Board Member

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Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, D.C. 20005

February 13, 2024

Ref: Letter of Support, "Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership."

Dear Mr. Reilly:

I am writing to convey the Friends of the North Fork of the Shenandoah River's (FNFSR) strong support for the Shenandoah Valley Conservation Collaborative's proposal to National Fish and Wildlife Foundation's Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22-member partnership.

Conservation organizations have a long history of cooperation in the Shenandoah Valley. Many of these organizations, such as FNFSR, historically have been dependent for support on their communities, volunteers, and member contributions, a real stretch for resources when trying to professionalize their organizations, as we are, to meet the enormous environmental challenges facing us. The Shenandoah Valley Conservation Collaborative (SVCC) is providing answers to this challenge by bringing new resources, relationships, energy and efficiencies, enabling us to increase our collective impact. For FNFSR it also facilitates communication and professional relationship building between organizations. We are looking toward the SVCC to combine technical capacities, to recruit and meet the needs of rural landowners and urban householders in adopting best practices, to define watershed priorities, and encourage innovation to overcome barriers to best management practices. Much success to date can be attributed to early NFWF support for the SVCC, as was reflected in its 2023 award from the Virginia Department of Conservation and Recreation and Recreation for collaborative excellence.

FNFSR is currently working with County government and the Northern Shenandoah Regional Council on identifying and promoting best environmental conservation practices. We have worked closely with the SVCC on riparian buffers and outreach. We believe that these efforts are complimentary and intend to continue our partnership, engaging more landowners with technical and financial support, and relying on the SVCC to maximize coordination and efficiencies among our Valley partners.

Sincerely,

David Kaeuper

FNFSR Board Chair

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CHESAPEAKE BAY FOUNDATION
Saving a National Treasure

January 31, 2024

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Mr. Jake Reilly
Program Director, Chesapeake Bay
National Fish and Wildlife Foundation
1133 Fifteenth St NW, Suite 1000
Washington, DC 20005

RE: Shenandoah Valley Conservation Collaborative

Dear Mr. Reilly,

On behalf of the Chesapeake Bay Foundation (CBF), we offer our strong support for the Shenandoah Valley Conservation Collaborative's (SVCC) proposal to the Innovative Nutrient and Sediment Reduction Grant program, submitted by Alliance for the Shenandoah Valley on behalf of the collaborative partnership. We are excited about the potential to achieve further pollution reductions by working through this existing, successful place-based partnership, and welcome additional landowner outreach and recruitment, and conservation partner coordination that has been working so well for partners in the Shenandoah Valley under SVCC's leadership.

CBF's restoration staff have been providing one-on-one consultations with farmers in the Valley regarding BMP implementation for more than 15 years and have developed close relationships with federal and state field staff and other NGO partners in the region. These partnerships have become much more cohesive and productive with the advent of SVCC's facilitation. We have been honored to be part of the SVCC and have appreciated the many opportunities to come together with regional partners to ensure we are efficient and effective in our work.

SVCC's work and its previous funding from NFWF have helped CBF reach more farmers and install additional innovative conservation practices on agriculture lands. We believe continued funding from NFWF is critical to keep the SVCC doing what it does best: Helping partners work collectively with farmers and rural landowners in the Shenandoah Valley to improve water quality in our local stream and rivers, as well as the Chesapeake Bay.

We hope that you will look favorably upon the proposal submitted on behalf of SVCC. This Collaborative represents a focused effort that is needed to make continued and significant progress in bringing more resources to the Shenandoah Valley and maximizing existing resources to achieve the goals for our local waterways and for the Bay.

Sincerely,

Matt Kowalski
Virginia Watershed Restoration Scientist

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February 1st, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: *Letter of Support, "Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership."*

Dear Mr. Reilly:

I am writing to convey the Alliance for the Chesapeake Bay's strong support for the Shenandoah Valley Conservation Collaborative's proposal to the National Fish and Wildlife Foundation's Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22- member partnership.

Conservation organizations and agencies have a long history of working together in the Shenandoah Valley, and the Shenandoah Valley Conservation Collaborative (SVCC) has brought new resources, relationships, energy, and efficiencies that have greatly increased our collective impact. The SVCC facilitates communication and professional relationship building between organizations, combines partners' technical capacities to best meet the needs of rural landowners, organizes measurably effective outreach events to increase landowner recruitment, defines shared priorities to target high impact work, and helps partners consistently and innovatively overcome barriers to best management practice installation. Much of this success can be attributed to early NFWF support of the SVCC and was reflected in our 2023 award from the Virginia Department of Conservation and Recreation for collaboration excellence.

With renewed support from NFWF, the SVCC will increase its effectiveness and accelerate the voluntary adoption of agricultural best practices in our region. Continued investment from NFWF will provide critical support in the coordination and administration of our large network of organizations, which the Alliance for the Chesapeake Bay has leaned on extensively as we grow our impact in the state of Virginia. The support granted by the Collaborative and particularly their landowner outreach events, has allowed us to more effectively connect our programs to new participants outside of our corporate partnerships. These events have proven essential in expanding crucial relationships and landowner trust across the Valley.

Second, continued support from NFWF will allow SVCC partners to increase the adoption of agricultural BMPs, helping farmers and landowners access, qualify for, and complete state and federal cost-share programs, apply landowner recruitment efforts to high impact areas, and test out innovative strategies to ensure BMP performance. With renewed funding, the Alliance will be able to pilot our Growing

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Greener Pastures program, a pasture health incentive which will help bridge the gap between conservation planning and farmer management changes on pasture and soil health practices.

The Alliance for the Chesapeake Bay is committed to working with farmers and rural landowners in the Shenandoah Valley to improve water quality in our local streams and rivers and the Chesapeake Bay. Collaborating with partners through the SVCC has proven a successful strategy to increase our impact and implement more water quality best practices faster and more effectively. We are confident that a renewed investment from NFWF will enable partners to adapt, innovate, and produce the substantial water quality outcomes needed for the restoration of the Shenandoah River and its tributaries and the Chesapeake Bay.

Sincerely,

Christian Anderson



Virginia Agriculture Projects Manager
Alliance for the Chesapeake Bay

Maryland
151 West St. Suite 101
Annapolis, MD 21403
443-949-0575

Pennsylvania
841 Flory Mill, 2nd Floor
Lancaster, PA 17601
717-517-8698

Virginia
612 Hull St. Suite 101C
Richmond, VA 23224
804-775-0951

DC
729 8th Street SE
Suite 200
Washington, DC 20003

For our forests. For our streams. For our future. | www.allianceforthebay.org

J.A. 0594



Smithsonian
*National Zoological Park
Conservation Biology Institute*

February 6, 2024

Mr. Mike Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 1st Street, NE, Suite 1000
Washington, DC 2000

RE: Letter of Support, "Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership."

Dear Mr. Reilly:

I am writing to convey the support of Smithsonian's National Zoo and Conservation Biology Institute (N CBI) for the Shenandoah Valley Conservation Collaborative's (SVCC) proposal to National Fish and Wildlife Foundation's Innovative Nutrient and Sediment Reduction program, as submitted by Alliance for the Shenandoah Valley on behalf of the 22 member partnership.

Over the past 13 years, through our Virginia Working Landscapes (VWL) program, we have actively engaged in collaborative efforts with communities, local conservation organizations, and agencies to study and promote the conservation of native biodiversity. While our efforts aim to encompass a 16 county region across the Virginia Piedmont and Shenandoah Valley, our previous work in the Valley has encountered limitations due to capacity constraints. The SVCC has played a crucial role in fostering increased collaborations among VWL and non profits, state and federal agencies, and land trusts across the Shenandoah Valley, where representation was previously lacking. Specifically, it has been instrumental in the success of our new conservation initiative, the Virginia Grassland Bird Initiative (VGBI), developed in partnership with several community organizations including The Piedmont Environmental Council, American Farmland Trust, and Quail Forever. The SVCC provides a well organized forum through which our VGBI partners can collaborate, share knowledge, unify their conservation messaging, identify shared challenges, and develop innovative solutions to increase the adoption and implementation of high impact conservation practices across more agricultural landscapes in the Shenandoah Valley.

Continued funding for SVCC through NFWF's Innovative Nutrient and Sediment Reduction program would enable our Virginia Working Landscapes team and our VGBI partners to significantly enhance our collective conservation efforts in the Shenandoah Valley. Specifically, this support will facilitate enhanced communication and relationship building among organizations, bolster conservation incentive

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programs for farmers, leverage partners' technical expertise to better serve rural landowners, fund positions for technical service providers, coordinate effective outreach events, define shared priorities for targeted impactful work, and assist partners in overcoming barriers to conservation implementation.

By supporting the SVCC's proposal, we are confident in our ability to maximize conservation impact in the Shenandoah Valley and advance our shared goals of sustainable land management and biodiversity conservation. We urge the National Fish and Wildlife Foundation to consider this proposal favorably and continue supporting the invaluable work of the Shenandoah Valley Conservation Collaborative.

Sincerely,



Melissa Songer, PhD
Acting Director for Conservation and Science
Smithsonian National Zoo & Conservation Biology Institute

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THE
CONSERVATION FUND

Address:

1655 N. Fort Myer Dr, Suite 1300
Arlington, VA 22209
Phone: 540-271-0746
[niskelton@conservationfund.org](mailto:nskelton@conservationfund.org)
www.conservationfund.org

February 13, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: Letter of Support, "Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership."

Dear Mr. Reilly:

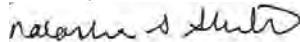
I am writing to convey The Conservation Fund's strong support for the Shenandoah Valley Conservation Collaborative's proposal to National Fish and Wildlife Foundation's Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22- member partnership.

Conservation organizations and agencies have a long history of working together in the Shenandoah Valley, and the Shenandoah Valley Conservation Collaborative (SVCC) has brought new resources, relationships, energy, and efficiencies that have greatly increased our collective impact. The SVCC facilitates communication and professional relationship building between organizations, combines partners' technical capacities to best meet the needs of rural landowners, organizes measurably effective outreach events to increase landowner recruitment, defines shared priorities to target high impact work, and helps partners consistently and innovatively overcome barriers to best management practice installation. Much of this success can be attributed to early NFWF support of the SVCC. and was reflected in our 2023 award from the Virginia Department of Conservation and Recreation for collaboration excellence.

With renewed support from NFWF, the SVCC will increase its effectiveness and accelerate the voluntary adoption of agricultural best practices in our region. Continued investment from NFWF will provide critical support in the coordination and administration of our large network of organizations. The support will be used by smaller, community-based organizations to build institutional capacity and by our larger partners to leverage community relationships and connect their programs to new participants.

The Conservation Fund believes in the importance of a strong agriculture community in the Shenandoah Valley and in the urgency of working with these producers to better protect the resources they steward. We are confident that a renewed investment from NFWF will enable partners to adapt, innovate, and produce the substantial water quality outcomes needed for restoration of the Shenandoah River and its tributaries and the Chesapeake Bay.

Thank you,



Natasha Skelton
Virginia Field Representative
The Conservation Fund

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Seth Coffman
Chesapeake Bay Watershed Project Manager

January 24, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: *Letter of Support*, “Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership.”

Dear Mr. Reilly:

I am writing to convey Trout Unlimited’s strong support for the Shenandoah Valley Conservation Collaborative’s proposal to National Fish and Wildlife Foundation’s Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22- member partnership.

Conservation organizations and agencies have a long history of working together in the Shenandoah Valley, and the Shenandoah Valley Conservation Collaborative (SVCC) has brought new resources, relationships, energy, and efficiencies that have greatly increased our collective impact. The SVCC facilitates communication and professional relationship building between organizations, combines partners’ technical capacities to best meet the needs of rural landowners, organizes measurably effective outreach events to increase landowner recruitment, defines shared priorities to target high impact work, and helps partners consistently and innovatively overcome barriers to best management practice installation. Much of this success can be attributed to early NFWF support of the SVCC. and was reflected in our 2023 award from the Virginia Department of Conservation and Recreation for collaboration excellence.

With renewed support from NFWF, the SVCC will increase its effectiveness and accelerate the voluntary adoption of agricultural best practices in our region. Continued investment from NFWF will provide critical support in the coordination and administration of our large network of organizations. TU leans on the SVCC partners for outreach in the priority watersheds and making connections with landowners on coldwater streams. In turn, TU supports the SVCC partners with technical assistance for stream habitat related projects that improve water quality and reduce sedimentation.

The collective impact of the SVCC on lifting individual organizations has been apparent from the beginning. The collaborative nature of the SVCC has led TU to meaningful on the ground

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projects we might not have otherwise known about or been able to complete, and TU has assisted partners with specific aspects of their projects.

Trout Unlimited is committed to working with producers and landowners in the Shenandoah Valley to improve aquatic habitat in our local streams and rivers and downstream water quality for the Chesapeake Bay. Given the support TU and the SVCC have received from NFWF, our two organizations will continue to collaborate on outreach technical and financial support to landowners to ensure our conservation efforts in the Shenandoah Valley are complimentary and not duplicative. A renewed investment from NFWF will enable SVCC partners to adapt, innovate, and produce the substantial water quality outcomes needed for restoration of the Shenandoah River and its tributaries and the Chesapeake Bay.

Sincerely,



J. Seth Coffman
TU Project Manager



January 15, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: *Letter of Support*, “Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership.”

Dear Mr. Reilly:

I am writing to convey American Rivers’ strong support for the Shenandoah Valley Conservation Collaborative’s proposal to National Fish and Wildlife Foundation’s Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22- member partnership.

Conservation organizations and agencies have a long history of working together in the Shenandoah Valley, and the Shenandoah Valley Conservation Collaborative (SVCC) has brought new resources, relationships, energy, and efficiencies that have greatly increased our collective impact. The SVCC facilitates communication and professional relationship building between organizations, combines partners’ technical capacities to best meet the needs of rural landowners, organizes measurably effective outreach events to increase landowner recruitment, defines shared priorities to target high impact work, and helps partners consistently and innovatively overcome barriers to best management practice installation. Much of this success can be attributed to early NFWF support of the SVCC, which was reflected in our 2023 award from the Virginia Department of Conservation and Recreation for collaboration excellence.

With renewed support from NFWF, the SVCC will increase its effectiveness and accelerate the voluntary adoption of agricultural best practices in our region. American Rivers is dedicated to the protection and restoration of the nation’s waterways, which can only be achieved through impactful partnerships like SVCC. Continued investment from NFWF will provide critical support in the coordination and administration of our large network of organizations. Due to the voluntary nature of the restoration and protection projects, it is essential that resources are provided to community-based organizations with the local relationships and history needed to get successful projects on the ground.

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The continued funding and support for SVCC will result BMP's and land protection projects required to improve water quality and resiliency in the Shenandoah Valley. The demonstrated success of this highly engaged partnership has garnered broader support and buy-in from local landowners and agricultural producers, and American Rivers is grateful for the opportunity to offer this letter of support for their ongoing work.

American Rivers is committed to working across the Shenandoah Valley to improve water quality in our local streams and rivers. Collaborating with partners through the SVCC highlighted new opportunities to expand floodplain restoration and riparian protection projects. It has also facilitated the protection of parcels with significant ecological and agricultural attributes. We are confident that a renewed investment from NFWF will enable partners to adapt, innovate, and produce the substantial water quality outcomes needed for restoration of the Shenandoah River, its tributaries and the Chesapeake Bay.

Sincerely,

A handwritten signature in black ink that reads "Adam Schellhammer".

Adam Schellhammer
Mid Atlantic Region Director
American Rivers



February 8, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: *Letter of Support*, “Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership.”

Dear Mr. Reilly:

I am writing to convey the Institute for Constructive Advocacy and Dialogue (ICAD) at JMU’s strong support for the Shenandoah Valley Conservation Collaborative’s proposal to National Fish and Wildlife Foundation’s Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22- member partnership.

Conservation organizations and agencies have a long history of working together in the Shenandoah Valley, and the Shenandoah Valley Conservation Collaborative (SVCC) has brought new resources, relationships, energy, and efficiencies that have greatly increased our collective impact. The SVCC facilitates communication and professional relationship building between organizations, combines partners’ technical capacities to best meet the needs of rural landowners, organizes measurably effective outreach events to increase landowner recruitment, defines shared priorities to target high impact work, and helps partners consistently and innovatively overcome barriers to best management practice installation. Much of this success can be attributed to early NFWF support of the SVCC. and was reflected in our 2023 award from the Virginia Department of Conservation and Recreation for collaboration excellence.

ICAD is privileged to support the efforts of the SVCC partners by providing professional facilitation services and consultation for building both strategic and collaborative capacities and relationships. Over the past three years, we have made great strides with both the nonprofit as well as the government agency partners as they seek to think strategically amidst a shifting landscape of ecosystem changes, funding resource availabilities, agricultural economics, and public policy updates. This strategic capacity building has generated real impacts in organizational abilities to achieve conservation goals and objectives while building organizational resilience.

This increase in strategic thinking capacities has, in turn, enabled the SVCC partners to more effectively lean in on sharing resources to achieve collaborative goals that they could not achieve as single organizations. ICAD has supported the SVCC in multiple network-wide learning and planning opportunities by providing process design, facilitation, and moderation services. As

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seen in our annual surveys measuring network strength and collaborative action, the growth in partnership work has been tremendous.

ICAD is committed to continuing our work supporting the SVCC with both strategic and collaborative capacity building as partners continue to work with farmers and rural landowners in the Shenandoah Valley to improve water quality in our local streams and rivers and the Chesapeake Bay. We are confident that a renewed investment from NFWF will enable this dynamic and impressive group of partners to deepen their commitments and strengthen their ties to achieve outcomes that would not otherwise be realized.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Alexander".

Rob Alexander, Co-Director
ICAD at JMU

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Entry Number 24-5

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January 31, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: Letter of Support, "Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership."

Dear Mr. Reilly:

I am writing to convey Shenandoah County's Office of Community Development's strong support for the Shenandoah Valley Conservation Collaborative's proposal to National Fish and Wildlife Foundation's Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22- member partnership.

Conservation organizations and agencies have a long history of working together in the Shenandoah Valley, and the Shenandoah Valley Conservation Collaborative (SVCC) has brought new resources, relationships, energy, and efficiencies that have greatly increased our collective impact. The SVCC facilitates communication and professional relationship building between organizations, combines partners' technical capacities to best meet the needs of rural landowners, organizes measurably effective outreach events to increase landowner recruitment, defines shared priorities to target high impact work, and helps partners consistently and innovatively overcome barriers to best management practice installation. Much of this success can be attributed to early NFWF support of the SVCC. and was reflected in our 2023 award from the Virginia Department of Conservation and Recreation for collaboration excellence.

The Shenandoah County's Office of Community Development aligns with SVCC's dedication to promoting sustainable farming practices and protecting our natural resources. With renewed support from NFWF, we envision a robust partnership, enhancing outreach and educational programs to ensure that our farmers and landowners are well-equipped with the resources to implement best management practices effectively.

Continued support from NFWF will empower us to advance our conservation efforts, focusing on innovative solutions that align with Shenandoah 2045's vision. This includes supporting our local farmers in adopting conservation practices that maintain soil health, improve water quality, and ensure the longevity of their land. By fostering stronger collaboration between agencies, organizations, and the community, we aim to create a sustainable model of agricultural and environmental management.

In conclusion, the Office of Community Development of Shenandoah County is eager to continue this partnership with the SVCC, backed by NFWF. Together, we are committed to implementing transformative strategies that align with the county's vision for 2045, ensuring the preservation and enhancement of Shenandoah Valley's agricultural landscape and water resources. A renewed investment from NFWF will not only fortify these efforts but also catalyze the necessary change to achieve our shared goals for a sustainable and prosperous future for Shenandoah County and its residents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jennifer A. O'Dell".

600 N Main Street. Suite 107 | Woodstock. Virainia 22664 | 540-459-6165

ShenandoahCountyVA.us

J.A. 0604



VIRGINIA STATE DAIRYMEN'S ASSOCIATION
P.O. BOX 29, BRIDGEWATER, VA 22812
PHONE: 540-491-4471 FAX: 540-301-0009
EMAIL: eric@vsdaonline.com

February 6, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: Letter of Support "Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership."

Dear Mr. Reilly:

Please accept this letter of support for Alliance for the Shenandoah Valley's proposal to National Fish and Wildlife Foundation's Innovative Nutrient and Sediment Reduction grant program. We understand that the Alliance is submitting the proposal on behalf of the 22 conservation partners in the Shenandoah Valley Conservation Collaborative.

The Virginia State Dairymen's Association is a member organization that has represented dairy farmers from across Virginia since 1907. We are committed to promoting a vibrant and sustainable dairy industry in Virginia.

This project will lead to increased partnerships between producers, cost-share programs, and the private sector that will lead to accelerated adoption of conservation practices while also benefiting dairy producers. The technical assistance offered through this project is also important to those communities that do not participate in traditional cost-share programs but need assistance with the technical aspects of projects they are looking to voluntarily implement. Many of these practices implemented could also lead to ancillary gains in agronomic performance and reduced fertilizer costs.

These endeavors are timely considering efforts such as the Chesapeake Bay TMDL and the Watershed Implementation Plan all have ramifications on the agricultural sector. As the dairy industry moves forward, we are increasingly involved with efforts to balance environmental concerns and the economic viability of dairy operations. Projects like this one are vital in maintaining a viable agriculture industry while promoting sustainability. Dairy farmers are stewards of the land and are committed to protecting and promoting our natural resources. I hope the National Fish and Wildlife Foundation will approve this proposal from the Shenandoah Valley Conservation Collaborative.

Sincerely,

Eric Paulson
Executive Secretary-Treasurer

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COLLEGE OF AGRICULTURE AND LIFE SCI
SCHOOL OF PLANT AND
ENVIRONMENTAL SCIENCES
VIRGINIA TECH

185 Ag Quad Lane
428 Smyth Hall, Virginia Tech
Blacksburg, VA 24061
Phone: 919-402-7241
Msketch2@vt.edu

February 9, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: *Letter of Partnership*, “Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership.”

Dear Mr. Reilly:

As the Director of the Virginia Soil Health Coalition (VSHC), I am writing to provide my partnership for the Shenandoah Valley Conservation Collaborative’s proposal to National Fish and Wildlife Foundation’s Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22- member partnership.

Conservation organizations and agencies have a long history of working together in the Shenandoah Valley, and the Shenandoah Valley Conservation Collaborative (SVCC) has brought new resources, relationships, energy, and efficiencies that have greatly increased our collective impact.

The Virginia Soil Health Coalition works to strengthen and support a broad, collaborative network that improves and expands soil health across all of Virginia’s landscapes. The Alliance for the Shenandoah and other members of the SVCC are core partners of the Coalition. The VSHC and the SVCC have coordinated on various efforts including field days, conferences, and strategic planning and have maintained ongoing, open communication. If funded, I look forward to continuing to collaborate with the SVCC and working together to leverage the investments for greatest impact on the ground.

The renewed investment from NFWF will allow SVCC partners to increase the adoption of agricultural BMPs, helping farmers and landowners access, qualify for, and complete state and federal cost-share programs, apply landowner recruitment efforts to high impact areas, and test out innovative strategies to ensure BMP performance. The work from the project will provide lasting benefits to water quality and soil health in the region that will outlast the grant period.

Thank you for your consideration.

Sincerely,

Mary Sketch Bryant
Director, Virginia Soil Health Coalition

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February 12, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

EXECUTIVE COMMITTEE

Lee Pugh
Chair

Tamara Muldrow
Vice Chair

Sam Foltz
Treasurer

Cynthia Lucero-Chavez
Secretary
AT LARGE

April Peterson

Ben Raterman

Berkley Mitchell

Brad Lamphere

Chris Stec

Dan Holmes

Kirby Delloiacono

Mike Lott

Molly Flurry

Taryn Brice-Rowland

Wilson Greenlaw

Zeke Moore

EXECUTIVE STAFF

Daria Christian
Executive Director

Bryan Hofmann
Deputy Director

Dear Mr. Reilly:

On behalf of Friends of the Rappahannock and the Rappahannock River Roundtable, I am pleased to offer our support for the Shenandoah Valley Conservation Collaborative's (SVCC) proposal to National Fish and Wildlife Foundation (NFWF) Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley.

SVCC facilitates communication and professional relationship building between organizations, combines partners' technical capacities to best meet the needs of rural landowners, organizes measurably effective outreach events to increase landowner recruitment, defines shared priorities to target high impact work, and helps partners consistently and innovatively overcome barriers to best management practice installation. Much of this success can be attributed to early NFWF support of the SVCC.

The Rappahannock River Roundtable also serves a diverse collaborative partnership and advances conservation across our region. We have been fortunate to share and learn with the SVCC which has improved the delivery of our services. We look forward to continuing this collaboration with SVCC and other conservation partners.

This proposal is consistent with our priorities and will help increase the adoption of agricultural BMPs, help farmers and landowners access, qualify for, and complete state and federal cost-share programs, apply landowner recruitment efforts to high impact areas, and test out innovative strategies to ensure BMP performance.

Thank you for your thoughtful consideration of their proposal.

With appreciation,

A handwritten signature in black ink, appearing to read "Bryan Hofmann".

Bryan Hofmann
Deputy Director
Friends of the Rappahannock

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16 SOUTH 17TH STREET | SUITE 100 | RICHMOND, VA 23219 | 804.788.8811 | THEJAMESRIVER.ORG

February 16, 2024

Mr. Jake Reilly
Director, Chesapeake Bay Programs
National Fish and Wildlife Foundation
1133 15th Street, NE, Suite 1000
Washington, DC 20005

RE: *Letter of Support*, “Shenandoah Valley Conservation Collaborative: accelerating clean water and conservation outcomes through dynamic partnership.”

Dear Mr. Reilly:

I am writing to convey James River Association’s (JRA) strong support for the Shenandoah Valley Conservation Collaborative’s (SVCC) proposal to National Fish and Wildlife Foundation’s Innovative Nutrient and Sediment Reduction program, submitted by Alliance for the Shenandoah Valley on behalf of the 22- member partnership.

JRA serves as the convener for an adjacent regional collaborative, the Upper & Middle James Riparian Consortium (Consortium), that is focused on growing partnerships to create healthy streamside ecosystems for clean water in the James River today and tomorrow. We regularly communicate with other collaboratives including SVCC to share lessons learned. While our service areas do not overlap, we are aligned in our efforts to use collaboration to accelerate water quality improvements in our local watersheds and across the Chesapeake Bay. JRA is excited to continue to share lessons learned across our collaborative efforts through our meetings and events, and are especially looking forward to expanding our Annual Buffer Summit to be statewide with SVCC as a key partner in connecting partners and content from the Shenandoah Valley to the Summit.

NFWF funding that supports collaborative efforts such as that of SVCC is crucial to accelerating adoption of agricultural and other BMPs. The proposal submitted by SVCC is consistent with our priorities in the James River and will advance the implementation of water quality BMPs in both of our regions. Thank you your consideration of their proposal.

A handwritten signature in black ink that reads "Amber Ellis".

Amber Ellis
Restoration Director
James River Association

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Statement of Litigation

Instructions: Save this document on your computer and complete. The final narrative should not exceed two (2) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed.

Litigation: In the space provided below, state any litigation (including bankruptcies) involving your organization and either a federal, state, or local government agency as parties. This includes anticipated litigation, pending litigation, or litigation completed within the past twelve months. Federal, state, and local government applicants are not required to complete this section. If your organization is not involved in any litigation, please state below.

Pending Litigation, Claims, Assessment

Southern Environmental Law Center on behalf of The Clinch Coalition, Alliance for the Shenandoah Valley, and seven other plaintiffs, filed a complaint in U.S. District Court on January 8 2021 challenging the Forest Service's finalized ruling on requirements of the National Environmental Policy Act, and the challenge is still active.



Alliance for the Shenandoah Valley

2024 Board of Directors

Christine Andreae (Warren County) -Immediate Past Chair- Christine is a writer and artist living in Warren County where she and her architect husband hand-built their house and raised their two sons. She has authored four crime novels and a non-fiction narrative about her work as a hospice volunteer. For the past two decades, Christine has been active in the cause of land preservation and is a founding director of the Scenic 340 Project, Inc., an environmental advocacy group in Warren and Page Counties. She and her husband Fred Andreae along with committed neighbors have succeeded in permanently protecting 1,700 acres for a wildlife corridor connecting the Shenandoah National Park to the George Washington National Forest. In 2015, she and Fred were honored with a "Forest Champion Exemplary Stewardship Award" from the Alliance for the Chesapeake Bay and the U.S. Forest Service.

Eddie Bumbaugh (Augusta County) -Director- Eddie has had a longtime interest in and commitment to preserving the rural character of the Shenandoah Valley, revitalizing our downtowns and valuing the environment and natural world. For example, he spearheaded the establishment of an agricultural district in Augusta County, led the formation of two historic districts in downtown Harrisonburg and section hiked the entire Appalachian Trail over a period of 20 years. Prior to retirement as Director of Public Relations for Hotel Madison & Shenandoah Valley Conference Center, Eddie served as the Executive Director of Harrisonburg Downtown Renaissance. In addition to serving as a member of the Alliance board, he is the president of the Build Our Park project for downtown Harrisonburg and the president of the Harrisonburg Appalachian Trail Community advisory committee. Eddie and his wife, Jane Cox, a recently retired seventh grade life science teacher, live in a historic house along Mossy Creek in Augusta County. They enjoy the outdoors with gardening, hiking, biking and camping as primary interests. The couple has an adult daughter, son-in-law and three grandchildren.

Joan Comanor (Shenandoah County) -Director- Joan and her husband, Tony Dorrell, have been full-time Shenandoah County residents since 2003, when they moved to their 34-acre woodland retreat after retirement. (They purchased the property in 1990 and were 'week-enders' for many years.) Joan spent 30 years as a professional natural resource conservationist with the Federal Government, working for the Department of State, the Bureau of Land Management, the U.S. Forest Service and the USDA Natural Resources Conservation Service. She has served as a director and associate director with Lord Fairfax Soil and Water Conservation District Board, is on the Woodstock Enhancement Committee, chairs the Woodstock Tree Board and serves on both the ag-forestral and water resources advisory committees for the county. She is also interested in agriculture, land use and natural resource conservation.

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Alliance for the Shenandoah Valley – Alliance Board of Directors page 2

Sarah Francisco (Augusta County) -Director- A senior attorney, Sarah joined the Southern Environmental Law Center (SELC) over 15 years ago, following her graduation from the University of Richmond School of Law. Sarah is currently the Virginia office director, leading SELC's legal and policy work throughout the state. Prior, she was the head of SELC's regional National Parks and Forests Program. Sarah's passion for protecting forests and farms is a natural outgrowth of her upbringing in the Shenandoah Valley, where she grew up on a working farm in Augusta County. She earned degrees from Mary Baldwin College and University of Richmond School of Law.

Lee Good (Rockingham County) -Director- Lee grew up in Pennsylvania on a dairy farm in Lancaster County. In Lancaster, he served on the Board of the Hammer Creek Watershed Association helping with projects to restore several miles of eroded stream banks and working with farmers to reduce their fertilizer and pesticide costs. Lee is currently a science teacher at Eastern Mennonite School. He has a bachelor's degree in biology and a Master in Education from Eastern Mennonite University. He and his family live on a small farm near Harrisonburg where they raise beef cows, goats, pigs and laying hens. When not at work, he is active in local quality of life issues and enjoys gardening, cooking, brewing beer and reading.

Christine Hartman (Warren County) -Director- Christine was born in Loudoun County and grew up on a small farm just outside Waterford, VA. She spent most of her youth working with horses: training, competing, hunting, breeding them. She completed undergrad at University of Virginia and received a Master of Social Work from Virginia Commonwealth University in 1994 and spent her 20's traveling and living abroad in New Zealand, Australia and France. After serving two and a half years in the Peace Corps working as a Forestry Volunteer in Mali, West Africa, Christine returned to Virginia and settled west of the Blue Ridge, looking for the rural setting that no longer existed in Loudoun. Since 1999, Christine has worked in public mental health, providing counseling services for children, adults and families. She currently works at Blue Ridge Educational Center, a private school in Front Royal for children with emotional and behavioral difficulties. She and her husband bought their small farm in Brownstown in Warren County in 2005, and began the task of renovating and restoring the 19th century farmhouse (which, of course, continues to this day). Christine spends her free time hiking, biking, doing crossword puzzles, and hanging out with her cats and dogs. She still enjoys travel, but like many, has stuck close to home the last two years.

Lisa Anne Hawkins (Rockingham County) -Director- Lisa has assisted land trusts and private donors in preserving thousands of acres in the Shenandoah Valley and beyond, including bargain sale and donation of real estate, conservation easements, and nutrient banking as well as placement of land preservation tax credits. In addition to natural resource conservation, her practice at Hawkins Law PLC emphasizes commercial real estate and finance. Lisa has participated in public-private task forces regarding tax implications of land conservation tools, local conservation easement ordinances and template conservation easement forms. Lisa is also a member of the Board of the Valley Conservation Council and a founding Board member of Harrisonburg Downtown Renaissance.

Rollin G. Johnson Jr. (Harrisonburg) -Director- Rollin G. Johnson Jr. has more than 16 years of experience in strategic planning, program management, and community relations. He is currently the Co-Principal of the Kensington Strickland Groups, LLC a consulting firm based in the Shenandoah Valley. His career and work have been dedicated to deepening the impact of people, universities, and other organizations within their communities. Rollin holds an MBA from The Scott L. Carmona College of Business at Saginaw Valley State University and a Master of Public Administration from James Madison University. He is currently pursuing a Ph.D. in Strategic Leadership at James Madison University.

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Alliance for the Shenandoah Valley – Alliance Board of Directors page 3

Joe Lehnens (Shenandoah County) -Director- Joe moved to Shenandoah County in 1983 to serve as an area forester with the Virginia Department of Forestry. In 2016, he accepted a new position at forestry headquarters in Charlottesville as a forest marketing and utilization specialist. Joe's activities in the community include: member of the board of directors of the Civilian Conservation Corps Legacy; president of the Shenandoah Valley Pure Water Forum for 5 years; member of the Land Management committee for the Shenandoah Valley Battlefields Foundation; Shenandoah Forum board member; active member of St. Paul's UCC church; member of the Woodstock Tree Board; and a member of the Citizens Advisory Committee for the Shenandoah County comprehensive plan. Joe and his family live west of Woodstock near Dunkel's Grove.

Carolyn Long (Shenandoah County) -Chair- A life-long resident of Shenandoah County, Carolyn has been an active and strong proponent for Shenandoah County's historic and agricultural resources, economic vitality and rural character. She was a founding member of Shenandoah Forum and was one of the community members who worked on the County's comprehensive plan and vision state in 2004-5. In meetings with local and state officials and community representatives, Carolyn has been the strong voice in the room for sound policies in education, agriculture, art and health, in her role on various boards and as a volunteer with numerous local organizations. She and her family own a poultry farm in New Market.

Bob Threewitts (Rockingham County) -Director- Bob grew up on a crop, livestock and timber farm at the headwaters of the Blackwater River near Wakefield, Virginia. He and his two brothers still own the Century Farm there, and he manages the cropland leases and timberland. Bob has a B.S. in business from Wake Forest University. He moved to the Valley in 1974 and began a career in agri-business and production agriculture. He works with clients in Virginia, West Virginia and North Carolina. The family farms in the Keezletown area consist of 350 acres with more rented. Bob runs the farm with his wife Susan and two of his three children. It is a forage based program to support a cow/calf operation. The farm also grows approximately 715,000 heavy broilers annually for a local integrator. The farm has implemented several successful conservation practices and more are planned in the next couple of years. Bob has been active in youth, community, Farm Bureau Programs and serves on the Virginia Cattle Industry Board.

Brent Trumbo (Rockingham County) -Treasurer- Brent received his bachelor's degree in business from Goshen College, and his MBA from James Madison University. He is the past President and CEO of Trumbo Electric, which performs industrial and institutional electrical engineering and construction in Virginia and West Virginia. Brent served as a District 1 Planning Commissioner and Supervisor for Rockingham County. He also served as chairman for Rockingham County's Solar Ordinance committee. Brent provides leadership for Mennonite Disaster Service in areas devastated by climate change weather events, and is a Legacy Club member of The Nature Conservancy. Brent enjoys hunting, fishing, hiking, and working on improvements to his farm in Timberville. His wife, Judith, is the past President and CEO of Virginia Mennonite Retirement Community.

Bobby Whitescarver (Augusta County) -Secretary- Bobby is a watershed restoration scientist, farmer, award-winning writer and educator. Retired from the USDA's Natural Resources Conservation Service with 31 years of field experience, he is president of Whitescarver Natural Resources Management LLC, an environmental consulting firm. He and his wife run a commercial cow calf operation in Swoope, Virginia. Bobby teaches natural resource management at James Madison University and is a freelance writer.

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APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE

INSTRUCTIONS: The Applicant Controls Questionnaire (Questionnaire) is required with the submission of a NFWF full proposal. An authorized representative with adequate knowledge of your organization's capability, competence, resources, policies, and procedures should complete and sign the Questionnaire and submit it along with your organization's most recent Single Audit Report (if applicable). Please do not include copies of policies and procedures unless requested.

NFWF utilizes this Questionnaire to perform a risk assessment and determine an organization's eligibility and capacity to manage a NFWF award. Negative responses do not mean an organization is not eligible for an award. Depending on the type of award and the responses herein, NFWF may require additional documentation and/or reporting requirements to raise an organization's capacity and mitigate any potential compliance, audit, financial, or programmatic risks.

ORGANIZATION LEGAL NAME: Alliance for the Shenandoah Valley

ORGANIZATION EIN: 41-2233874

Audits and U.S. Federal Funding Experience: The following information provides insight into your organization's experience and performance in administering past awards.

1. Does your organization have a current Single Audit report (within the last two years) on file with the Federal Audit Clearinghouse?

Yes

No

2. If you responded "Yes" above, does your organization's most recent Single Audit report include any audit findings, material weaknesses, and/or significant deficiencies? If yes, please describe whether your organization has implemented the recommended corrective actions to address the findings. If you responded "No" above, select "N/A".

Yes

No

N/A

Enter response here.

3. Has your organization been suspended or debarred from any government contracting process? If yes, please explain if the suspension and debarment are still in effect.

Yes

No

Enter response here.

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APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE

4. Has your organization managed a federal award before? If yes, provide a summary of your most recent awards, including period of performance, awarding agency or pass-through entity, federal program, and size of award.

 Yes No

Chesapeake Bay Trust, Capacity Building, 11/28/2018 - 3/15/2024 \$634,515

American Battlefield Protection, 7/1/2020, -8/31/2023 \$32,274

National Fish and Wildlife Foundation, INSR, 11/1/19 – 10/31/2022 \$996,620

National Fish and Wildlife Foundation, INSR, 4/1/22 – 3/31/25 \$999,987

Natural Resources Conservation Service, RCPP, 8/24/23- 8/24/27 \$4,596,125

5. In the past three (3) years has your organization, or any unit or office thereof, been audited by an external donor/funder or agent thereof? If yes, please list all such audits and attach copies of final audit reports (if available)

 Yes No

Enter response here.

Billing and Accounts Tracking Capacities: The following questions help NFWF understand your accounting practices to ensure both NFWF and your organization are able to comply with all funding source requirements.

6. Does your organization have a written accounting manual or written policies and procedures that outline the treatment and safeguarding of assets, methods of cost allocation, if applicable, document retention, cost allowability, etc.? If no, please explain.

 Yes No

Enter response here.

7. Does your accounting system (or other management system) allow organizational expenses to be tracked: (a) to a specific project on which your organization is working and, (b) to specific cost-type categories (e.g., personnel, supplies, travel, indirect, etc.)? If no, please describe the limits of expense tracking at your organization.

 Yes No

Enter response here.

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APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE

8. Is your organization able to perform projects on a cost-reimbursable basis? If no, please note that advance payments are considered on a case-by-case basis and are dependent upon your organization's ability to minimize the time elapsing between the receipt and disbursement of funds.

 Yes No

Enter response here.

9. If your organization is funded by more than one funder, does the organization have procedures to prevent commingling of funds and to ensure costs are allocated fairly and consistently across the various funders? If no, please explain.

 Yes No

Enter response here.

10. Does your organization have a fraud prevention policy that enables the organization to detect, investigate, and report any fraudulent activity immediately? If no, please explain.

 Yes No

Enter response here.

11. Does your organization have a timekeeping system or documented process that allows staff time (including key personnel) to be tracked to specific funding sources supporting the project? If no, please explain.

 Yes No

Enter response here.

Organizational Policies and Procedures: The following questions help NFWF understand additional organizational practices to ensure compliance with varying funding source requirements.

12. Does your organization maintain formal evidence of employment with its employees, and conduct background checks for each employee before they are hired? If no, please explain.

 Yes No

Enter response here.

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APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE

13. Does your organization maintain general liability insurance? If no, please explain.

Yes
 No

Enter response here.

14. I certify that our organization maintains a written policy on conflict-of-interest that meets the requirements of the federal government. I also certify we will notify NFWF **in writing** if our organization finds a **potential** conflict of interest **relative** to a NFWF-funded project. If no, please explain why you do not feel a conflict-of-interest policy is necessary for your organization or the administration of this project.

Yes
 No

Enter response here.

15. I certify that our organization maintains a non-discrimination policy, based on which we would report and act on any instances of potential discriminatory action on the basis of race, color, religion (creed), gender/sex, gender expression/gender identity, age, national origin, disability, marital status, sexual orientation, military status, ancestry, personal appearance, citizen status, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, and political or union affiliation, and etc. If not, please explain.

Yes
 No

Enter response here.

Questions Specific to Budget Line Items in Your Proposal

16. Does your organization use documented procurement procedures for the acquisition of property or services that ensure full and open competition? If no, please explain. Select "N/A" if your project(s) does not involve the acquisition of property or contractual services.

Yes
 No
 N/A

Enter response here.

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APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE

17. Does your organization have a process for determining the appropriate legal instrument (grant agreement vs. contract for goods/services) and has an appropriate legal/contracting officer confirmed that your organization has the ability to implement the contractual arrangements as envisioned? Select "N/A" if your project(s) does not involve subawards or contractual services.

Yes
 No
 N/A

Enter response here.

18. Does your organization maintain written policies for property management that include regular inventory audits/verifications? Select "N/A" if your project(s) does not involve equipment or real property.

Yes
 No
 N/A

Enter response here.

I certify to the best of my knowledge and belief that the above information is true, complete, and accurate and that I am authorized to submit on behalf of the organization represented above.

SIGNATURE of Authorized Representative

A handwritten signature in black ink, appearing to read "Kate A. Wofford", is placed over a horizontal line.

2/12/2024

Date

NAME AND TITLE

Kate Wofford, Executive Director

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APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE**Appendix 1: Glossary**

Single Audit Report: Single Audit, previously known as the OMB Circular A-133 Audit, is an organization-wide financial statement and federal awards' audit of a non-federal entity that expends US\$750,000 or more in federal funds in one year.

Federal Audit Clearinghouse (FAC): FAC maintains a public database of completed audits, distributes single audit reporting packages to federal agencies, supports the Office of Management and Budget (OMB) in the oversight and assessment of federal award audit requirements, and helps auditors and auditees to minimize the reporting burden of complying with single audit requirements. For the purpose of this Questionnaire, NFWF would like to know whether your organization uploaded the most recent single audit report on FAC (if applicable).

Audit Finding: This refers to a material noncompliance with and violation of provisions of the applicable federal statutes, regulations, internal controls, and terms and conditions of the federal award.

Significant deficiency: This refers to a deficiency or a combination of deficiencies, in internal control over financial reporting, that is less severe than a material weakness. However, it is important enough to merit undertaking corrective action by your organization.

Material weakness: This refers to a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the organization's financial statements will not be prevented, detected, or corrected on a timely basis.

Corrective action: This refers to action taken by an audited organization to correct the identified deficiencies, produces recommended improvements, and demonstrates that deficiencies and audit findings are either invalid or do not warrant auditee action.

Suspension: This refers to an action taken by a debarring official to temporarily exclude or disqualify an organization or a person from bidding on, receiving, or participating in federally funded grants or contracts for a specific period pending the completion of an investigation, legal or administrative proceedings.

Debarment: This refers to an action taken by a debarring official that excludes or disqualifies a person or an organization for a specific period, generally not longer than three (3) years.

Federal award: This refers to financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity.

Awarding agency: This refers to a federal agency that awards a grant or other financial assistance to a recipient directly.

Pass-through entity: This refers to a non-federal entity that provides a sub-award to a sub-recipient to carry out part of a federal program.

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APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE

Document retention: This refers to maintaining and keeping financial records, supporting documents, statistical records and all other non-federal entities records pertinent to the federal award.

Cost allowability: This refers to costs that could be incurred because they were allowed under a grant agreement. An allowable cost must be reasonable, such that a prudent person would pay for it.

Indirect costs: This refers to any cost that is not directly identified with a single cost objective but rather a combination of cost objectives.

Cost reimbursable: This refers to a contractual mechanism between two parties whereby payments are made for allowable costs incurred by the other party.

Fraud prevention policy: This refers to the implementation of a strategy to prevent, detect, and report fraudulent activities under an award.

Conflict of interest: This refers to a situation when an individual's personal interests could compromise his/her judgement.

Procurement: This refers to acquisition of goods and services pursuant to applicable procurement requirements.

Grant agreement: This is a legal instrument of financial assistance between a federal awarding agency or pass-through entity and a non-federal entity.

Contract: This is a legal instrument by which a recipient or sub-recipient purchases property or services to carry out the project or program under a federal award.

Equipment: This refers to tangible personal property including information technology (IT) systems having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes or US\$5,000.

Real property: This means land including land improvements, structures, and appurtenances excluding moveable machinery and equipment.

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APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE**Appendix 2: Useful Resources and References**

1. Single Audit Requirements: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F>
2. Financial management requirements (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.302>)
3. Subrecipient and contractor determinations (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.331>)
4. Requirements for pass-through entities (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.332>)
5. Procurement standards (<https://www.ecfr.gov/current/title-2/part-200/subject-group-ECFR45ddd4419ad436d>).)
6. Audit findings: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFRea73e47c9a286e6/section-200.516>
7. Conflict of interest: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-B/section-200.112>
8. Equipment requirements: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR8feb98c2e3e5ad2/section-200.313>
9. Supplies requirements: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR8feb98c2e3e5ad2/section-200.314>
10. Mandatory disclosures: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-B/section-200.113>

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VA – Virginia

2721 - State/Multi State - N/A - 2022 - Increasing Landscape Resiliency in Virginia's Top Producing Agricultural Region

Project Name: 2721 - Increasing Landscape Resiliency in Virginia's Top Producing Agricultural Region

Funding Pool: State/Multi State

CCA: N/A

Lead Partner Organization: Alliance for the Shenandoah Valley(023198577)

Partner Name: Kevin Tate

Lead State: VA

Partner States: VA

Partner Address: PO box 674, New Market, VA 22844

Organizational POC: kwofford@shenandoahalliance.org | 5402447809

Project Start and End Years: 2022 - 2027

Project Type: RCPP Classic

Primary Resource Concern: Long term protection of land

Additional Resource Concern: Field sediment, nutrient and pathogen loss;Soil quality limitations;Source water depletion;Terrestrial habitat;Weather resilience

Description of Goals and Objectives:

The goal of this project is to preserve working family farms and increase climate resiliency in one of our nation's most iconic landscapes. The Shenandoah Valley of Virginia has a rich farming history and extraordinary natural and cultural resources. With bountiful prime farmland and ample rainfall, it remains a major agricultural region—four of Virginia's top five agricultural-producing counties are in the Valley. Yet it is on the doorstep of one of the most population dense and fastest growing areas in the country. Only 60 miles from the Capital Beltway, pressure to convert farmland to residential and commercial development is constant. Support from the USDA RCPP will enable place-based partners in the Shenandoah Valley Conservation Collaborative (SVCC), working cooperatively with producers, to secure permanent protection of high priority farmland. This investment will bring significant public benefit here in Virginia and across the country by: - preserving prime farmland and farmland of statewide importance in a region that is critical for future food production; - providing revenue to fund on-farm investments in production practices that improve climate resilience, carbon sequestration, soil health, and profitability; - protecting source water and improving water quality for downstream populations; - demonstrating the value of these practices to encourage adoption by neighboring producers; - contributing to the integrity of neighboring national park and national forest lands; and - preserving the land base for local economies centered in agriculture and rural tourism.

Description of Expected Environmental, Economic, and Social Outcomes:

Environmental outcomes: We estimate that this RCPP project will protect 3,000 acres of high-priority farmland. The farms targeted in this project were identified based on the quality of their soils, their connection to other protected lands, their potential to improve water quality, the development pressure they are experiencing, and the farmers' propensity to take conservation actions. Along with producing food, these farms provide opportunities to manage healthy soils and forests that sequester carbon, implement water quality best practices that reduce nutrient, sediment, and bacterial pollution in headwater streams and mitigate downstream flooding risk, and prevent development on the borders of public lands that would fragment important wildlife habitats. **Economic outcomes:** Agriculture and tourism are the economic foundations of the Shenandoah Valley. The six counties in our service region contributed 36% of Virginia's agricultural sales in 2017 on only 11% of Virginia's farmland. With the assurance that protected lands will remain in agricultural land use and the revenue from the sale of an easement, farmers will be able to implement long-term strategies to build healthy soils that retain water and nutrients, are more resilient to climate change, and ultimately increase productivity with fewer off-farm inputs. Protecting the Valley's historic and rural landscapes and improving water quality in the rivers will ensure that these treasured recreational resources continue to support the region's billion-dollar outdoor recreation sector. **Social outcomes:** Local communities benefit from conservation easements in the Valley. American Farmland Trust calculates that farm and forest lands cost municipalities only \$0.37 in community services for every \$1.00 of tax income they provide. Agriculture land protected through this project will enable localities to focus public dollars on improving community services rather than extending them to new residential development.

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RCR ID: 2721

Attachment B: Table of Deliverables

FA Deliverables

Total Allocated FA:		Total Entered FA:	
\$3,342,176.68		\$3,342,176.68	
Allocated for Land Management	Allocated % for Land Management	Entered for Land Management \$0.00	Entered % for Land Management 0%
Allocated for Easement - US Held	Allocated % for Easement - US Held	Entered for Easement - US Held \$990,534.58	Entered % for Easement - US Held 22%
Allocated for Easement - Entity Held	Allocated % for Easement - Entity Held	Entered for Easement - Entity Held \$2,351,642.10	Entered % for Easement - Entity Held 51%
Allocated Watershed	Allocated % Watershed	Entered Watershed \$0.00	Entered % Watershed 0%
Allocated Rentals	Allocated % Rentals	Entered Rentals \$0.00	Entered % Rentals 0%

#	Calendar Year	State	Activity Type	Contract Type	Typical Activity	Budget
16	2024	VA	Easement - Entity Held	3rd Party contracts (and reserves)	Due diligence for perpetual conservation easement on priority agricultural land in the Shenandoah Valley	\$10,000.00
17	2024	VA	Easement - US Held	3rd Party contracts (and reserves)	Due diligence for perpetual conservation easement on priority agricultural land in the Shenandoah Valley	\$20,000.00
1	2024	VA	Easement - Entity Held	Parcel Contracts	Perpetual conservation easement on priority agricultural land in the Shenandoah Valley	\$922,500.00
4	2024	VA	Easement - US Held	Producer Contracts	Perpetual conservation easement on priority agricultural land in the Shenandoah Valley	\$385,000.00
5	2025	VA	Easement - Entity Held	Parcel Contracts	Perpetual conservation easement on priority agricultural land in the Shenandoah Valley	\$837,389.15
6	2026	VA	Easement - Entity Held	Parcel Contracts	Perpetual conservation easement on priority agricultural land in the Shenandoah Valley	\$581,752.95
8	2025	VA	Easement - US Held	Producer Contracts	Perpetual conservation easement on priority agricultural land in the Shenandoah Valley	\$585,534.58

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RCP ID: 2721

TA Deliverables

Total Allocated TA:		Total Entered TA:	Minimum TA-I NRCS
\$1,253,948.36		\$1,253,948.36	\$229,806.25
Allocated TA-I Partner: \$55,738.56	Allocated TA-I Partner %: 1%	Entered TA-I Partner: \$55,738.56	Entered TA-I Partner % 1%
Allocated TA-E \$321,728.75	Allocated TA-E % 7%	Entered TA-E \$321,728.75	Entered TA-E % 7%
Allocated TA-I NRCS \$876,481.05	Allocated TA-I NRCS % 19%	Entered TA-I NRCS \$876,481.05	Entered TA-I NRCS % 19%

#	Calendar Year	State	Activity Type	Contract Type	Typical Activity	Budget
17	2027	VA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$5,494.83
18	2026	VA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$5,494.83
19	2025	VA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$16,484.50
20	2024	VA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$16,484.50
21	2023	VA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$7,494.83
32	2027	VA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$4,964.08
33	2026	VA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$11,928.16
34	2025	VA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$14,892.25
35	2024	VA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$14,892.25
37	2027	VA	Enhancement TA	Supplemental Agreements	Communication and Coordination	\$1,561.03
38	2026	VA	Enhancement TA	Supplemental Agreements	Communication and Coordination	\$1,561.03
39	2025	VA	Enhancement TA	Supplemental Agreements	Communication and Coordination	\$4,683.10
40	2024	VA	Enhancement TA	Supplemental Agreements	Communication and Coordination	\$4,683.10
41	2023	VA	Enhancement TA	Supplemental Agreements	Communication and Coordination	\$2,561.03
42	2027	VA	Enhancement TA	Supplemental Agreements	Project Management	\$36,329.83
43	2026	VA	Enhancement TA	Supplemental Agreements	Project Management	\$36,329.83
44	2025	VA	Enhancement TA	Supplemental Agreements	Project Management	\$49,890.53
45	2024	VA	Enhancement TA	Supplemental Agreements	Project Management	\$49,890.53
46	2023	VA	Enhancement TA	Supplemental Agreements	Project Management	\$36,108.51
67	2027	VA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$210,146.00
68	2026	VA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$210,146.00
69	2025	VA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$210,146.00
70	2024	VA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$210,146.25
71	2023	VA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$35,896.80
74	2024	VA	Partner Implementation TA	Supplemental Agreements	TA-I to support US Held Easements Activities	\$18,738.56
75	2025	VA	Partner Implementation TA	Supplemental Agreements	TA-I to support US Held Easements Activities	\$19,000.00

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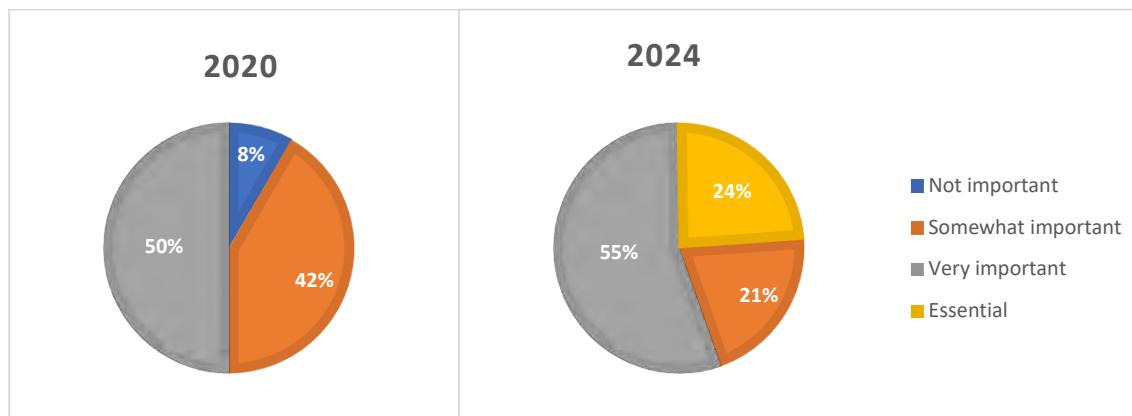
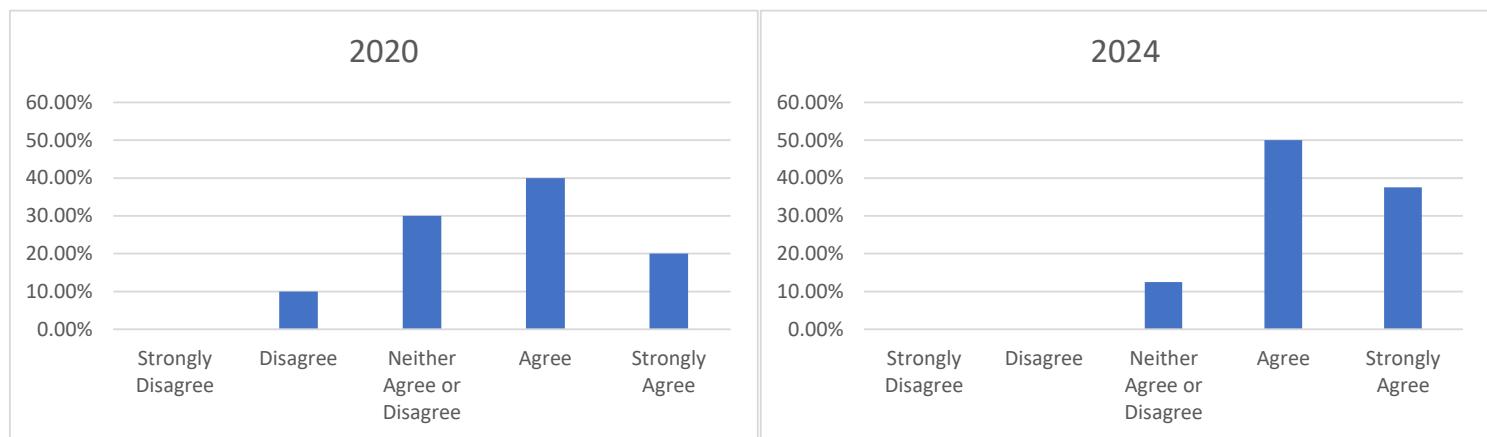
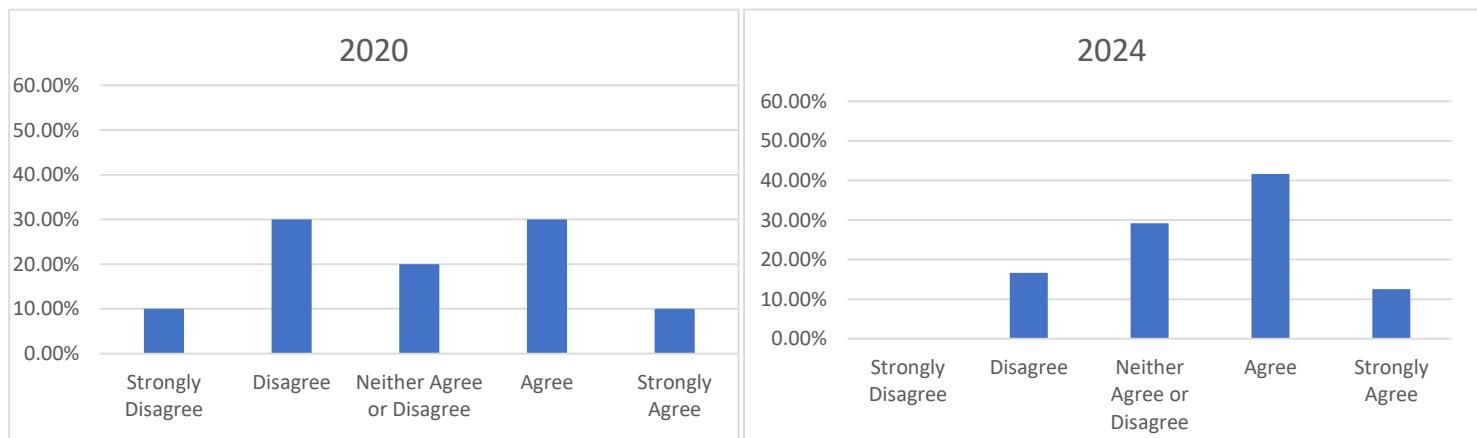
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SVCC ICAD Partner Feedback Results

2020 - 2024

The 2020 feedback is from 10 participating SVCC partners, at that time the full SVCC. The 2024 feedback is from 25 respondents which includes multiple participating staff from the 22 current SVCC partners.

How Important is the SVCC in supporting the work of your organization?**SVCC has a clear and distinct vision****I am always up to date on the work of the SVCC and its partners - I could, at any point in time, describe the primary projects of each partner and how these projects relate to the SVCC vision.**

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SVCC ICAD Partner Feedback Results

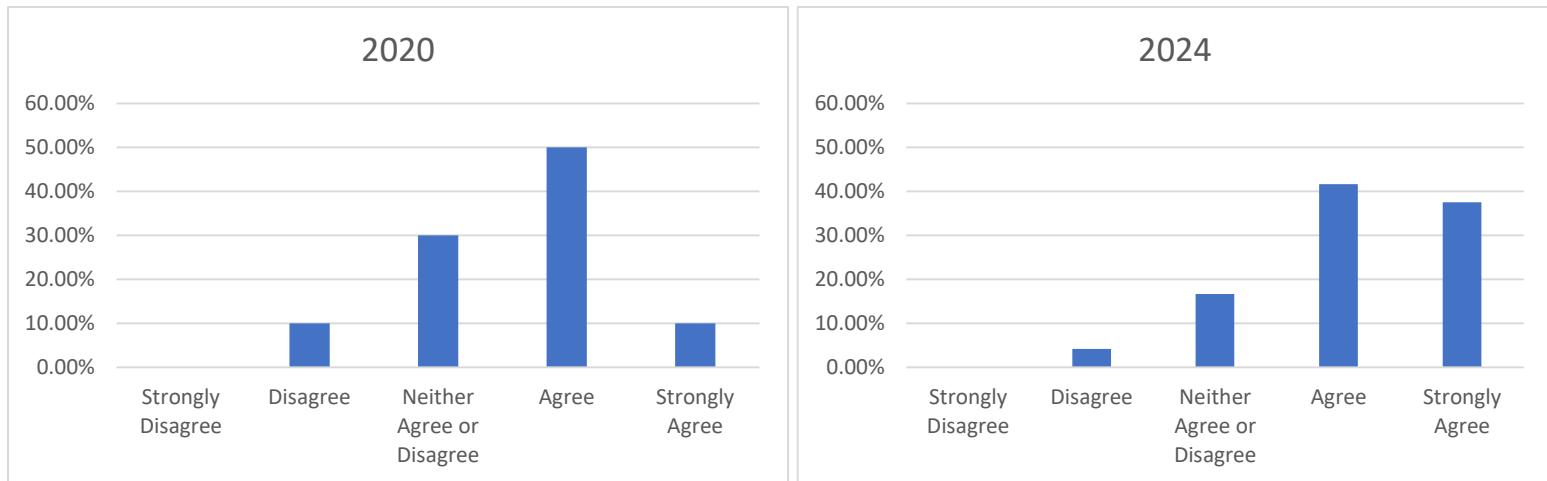
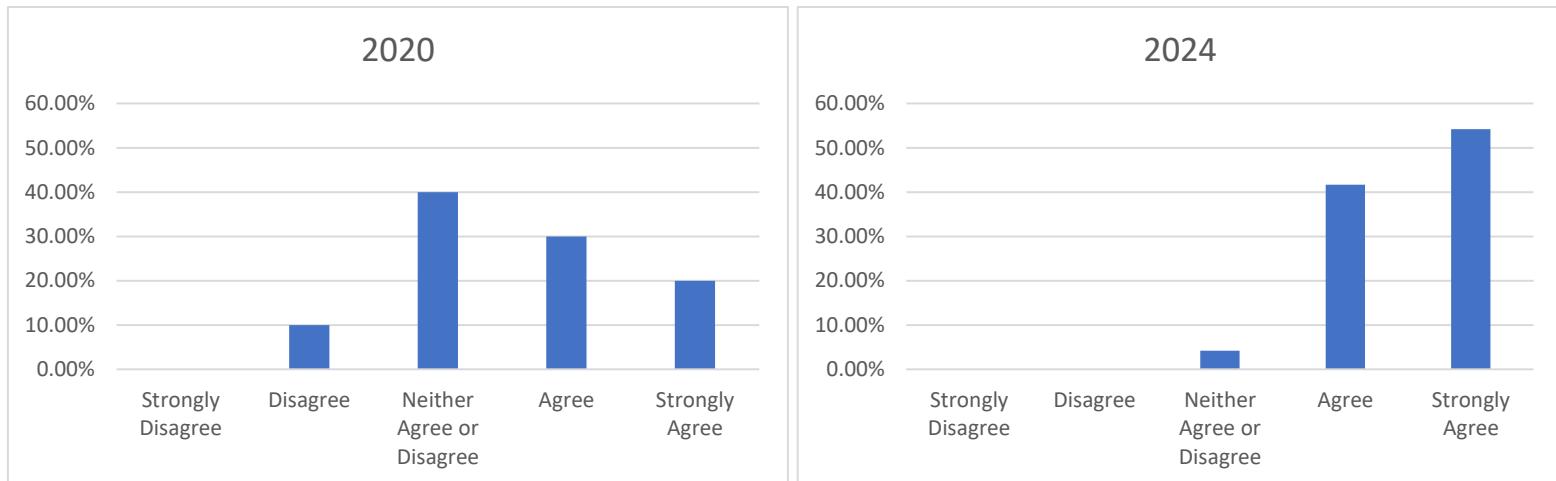
2020 - 2024

I discuss the SVCC with members of my own organization.**I feel included in the decision-making processes used to allocate SVCC resources.****The number of work interactions I have with SVCC partners has increased since the start of the SVCC.**

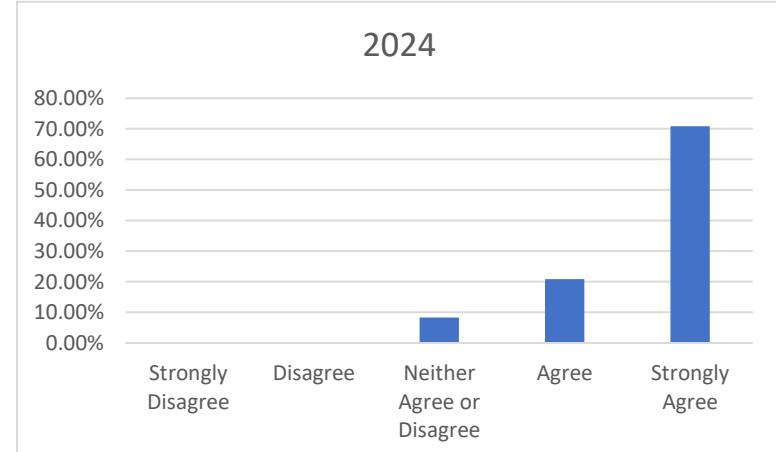
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SVCC ICAD Partner Feedback Results

2020 - 2024

The ability of my organization to pursue its mission has improved because of the SVCC.**The SVCC has produced outputs and outcomes that no single Partner could do alone.****Participating in SVCC activities builds interpersonal trust between partners.**

N/A Question not included in 2020 feedback



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Shenandoah Valley Conservation Collaborative:

Collaborative Membership 2024



Convener



Facilitation



Technical Service Providers



National and Regional Nonprofits



Watershed Groups



Land Trusts



Municipalities



Future Partners



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SVCC Service Area Demographics by County

Community(ies) and/or Target Audience(s)	Race/Ethnicity (%)	Poverty Rate (%)	CDC SVI Socioeconomic status 1=highest vulnerability	Annualized Unemployment Rate (%)
Augusta County	92% White 4.9% Black 3.9% Hispanic/Latino	8.2%	.232	2.3%
Rockingham County	93.3% White 3% Black 8.5% Hispanic/Latino	10.5%	.282	2.3%
Page County	95.1% White 2.4% Black 2.6% Hispanic/Latino	13.1%	.693	3.9%
Shenandoah County	92.7% White 3.2% Black 8.7% Hispanic/Latino	12.4%	.512	2.5%
Warren County	88.9% White 5.1% Black 7.5% Hispanic/Latino	9.8%	.506	2.7%
Frederick County	89.3% White 5% Black 11.4% Hispanic/Latino	7.2%	.182	2.4%

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Shenandoah Valley Conservation Collaborative
Accelerating Clean Water & Conservation Through Dynamic Partnership
NFWF INSR Proposal February 2024 Work Plan

Activity Description	Associated Deliverables	Responsible Parties	Completion Month and Year
Partnership Growth and Maturation			
Hold SVCC all-partner meetings - Will hold biannual meetings to foster inter-partner communication, identify opportunities for collaboration, and address current needs for the SVCC.	Sustained Motivation, Improve Collaborative Processes, and Continuous evaluation <ul style="list-style-type: none"> - Engage all SVCC partners - Incorporate new partners - Increase partner communication and share knowledge 	Alliance for the Shenandoah Valley, new partners VSU Small Farm Outreach, American Rivers, and South River Watershed Coalition, all partners	June/July 2024 January 2025 June 2025 January 2026 June 2026 January 2027 June 2027
Enter into a cooperative agreement with the NRCS - Unfunded Cooperative Agreement to create a new Conservation Field Assistant position	Improve Collaborative Processes, Enhance Core Capacities <ul style="list-style-type: none"> - Agreement to provide technical capacity to NRCS offices 	NRCS, Alliance for the Shenandoah Valley	December 2024
Hire new field assistant Increase staff capacity at NRCS and SWCD offices to implement RCPP and increase BMP adoption	Enhance Core Capacities <ul style="list-style-type: none"> - Increase staff capacity at NRCS offices - Increase in landowner enrollment in NRCS programs - Water quality BMP adoption - Train applicant(s) to qualify for NRCS and SWCD positions 	Alliance for the Shenandoah Valley	January 2025
Meet with NRCS/SWCD leadership to explore options for a new	Improve Collaborative Processes, Enhance Core	Alliance for the Shenandoah	Summer 2025 and ongoing

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hiring pipeline Identify the best path for increasing qualified applications to technical staff positions.	Capacities - Plan for qualified applicant recruitment	Valley	
Initiate hiring pipeline Facilitate the hiring of qualified staff at field offices.	Enhance Core Capacities - Fully staff NRCS and SWCD field offices	NRCS, Alliance for the Shenandoah Valley, All partners	Fall 2025 and ongoing
Develop SVCC partner pass-through project deliverables and contracts Follow established partnership protocols to ensure timely implementation of NFWF funding	Sustained Motivation, Improve Collaborative Processes - Active contracts between Alliance for the Shenandoah Valley and SVCC partners to apply NFWF grant funding to accelerate BMP adoption	Alliance for the Shenandoah Valley, All partners	June 2024 and ongoing
Collect partner feedback in annual inquiries Provide formal feedback for SVCC manager	Improve Collaborative Processes, Continuous evaluation - Partner input to SVCC manager - Adjustments to partnership function and processes	All Partners, JMU ICAD	Yearly, starting January 2025
Evaluate need for SVCC strategic planning Investigate 'next steps' for the SVCC partnership in a post-2025 (WIP III deadline) environment	Sustained Motivation, Improve Collaborative Processes, Continuous evaluation -Plan and timeline for SVCC strategic planning	All Partners, JMU ICAD	Spring 2026 and ongoing
Conduct SVCC strategic planning workshop If deemed necessary and desirable by partners	Sustained Motivation, Continuous evaluation - Strategic plan for continued collaboration in the Shenandoah Valley	All Partners, JMU ICAD	Spring 2027

Accelerating Water Quality Outcomes			
Assess existing easements for BMP needs and opportunities Leverage existing relationships to create permanent water quality outcomes	Accelerating the scale and/or rate of Water Quality Improvements -Permanent water quality BMPs on agricultural land	Alliance for the Shenandoah Valley, Valley Conservation Council, Potomac Conservancy, Shenandoah County CEA	Spring 2025
Facilitate easement landowner enrollment in BMP programs Ensure that existing relationships and easements are producing the maximum water quality benefits	Accelerating the scale and/or rate of water quality improvements, managing upland agricultural runoff -Permanent water quality BMPs on agricultural land	Alliance for the Shenandoah Valley, VCC, Potomac Conservancy, NRCS, Shenandoah County CEA	Summer 2025 and ongoing
Recruit for enrollment in Appalachian Conservation Corps buffer maintenance program Increase the scale of Appalachian Conservation Corps buffer maintenance crew to encompass the whole Shenandoah Valley	Restoring stream health and riparian habitats - Establish forested riparian buffers - Increase tree survivorship past 3 years post-installation - Increase enrollment in water quality BMP programs	Alliance for the Shenandoah Valley, VA DOF, NRCS, SWCD, CBF, ACC	Summer 2025 and ongoing – pending additional grant awards
Develop and pilot pasture health incentive program Initial pilot project to test the ability for pay-for-performance incentives to BMP improve water quality outcomes	Accelerating the scale and/or rate of water quality improvements, managing upland agricultural runoff - NRCS grazing plans implemented as designed - Intensive rotational grazing on pasture BMP installations	Alliance for the Chesapeake Bay	Summer 2025 and ongoing
Expand Virginia Grassland Bird Initiative incentive	Accelerating the scale and/or rate of water quality improvements, managing	Virginia Working	Summer 2025 and ongoing

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program in the Valley Capitalize on new investments and staff capacity at VWL to enroll more Valley farmers in the VGBI incentives program that complements other pasture management efforts	upland agricultural runoff - Adopt pasture management techniques that benefit grassland bird habitat, increase rotational grazing capacity, and improve water quality.	Landscapes	
Engage new RCPP easements in BMP programs Capitalize on new SVCC funding for land conservation to engage the same landowners in water quality BMPs	Accelerating the scale and/or rate of water quality improvements, managing upland agricultural runoff, Restoring stream health and riparian habitats - Complete permanently protected water quality BMP projects	Alliance for the Shenandoah Valley, Black Family Land Trust, NRCS, VCC, Potomac Conservancy	June 2024 and ongoing
Enroll producers in the USDA Climate Smart Commodities program to incentivize new BMP installation Increase adoption of BMPs with new incentive programs	Accelerating the scale and/or rate of water quality improvements, managing upland agricultural runoff, Restoring stream health and riparian habitats - Reach new farmers and landowners, improve awareness and of new BMP compensation model, and complete water quality BMP projects	Alliance for the Shenandoah Valley	Fall 2024 and ongoing
Continue monthly supplemental assistance calls with NRCS and SWCD Discuss the need for supplemental financial assistance on BMP projects and allocate funding for innovative solutions	Accelerating the scale and/or rate of water quality improvements, managing upland agricultural runoff, Restoring stream health and riparian habitats - Remove barriers and complete water quality BMP projects	Alliance for the Shenandoah Valley, NRCS, SWCD	Monthly, ongoing

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Plan Field Days and Farm Tour in target geographies Demonstrate specific BMPs and their management and maintenance on working farms to increase enrollment in SVCC partner programs.	Accelerating the scale and/or rate of water quality improvements <ul style="list-style-type: none"> - Create connections between farmers and landowners and technical service providers - Increase awareness of conservation programs - Improve knowledge of BMP management and maintenance - Increase enrollment in Conservation programs 	All Partners	Summer 2025, 2026, 2027
Plan and execute workshops (conservation speed-dating) in target geographies Connect farmers and landowners to technical service providers in highly engaging outreach events.	Accelerating the scale and/or rate of water quality improvements <ul style="list-style-type: none"> - Create new and stronger connections between farmers and landowners and technical service providers - Increase awareness of conservation programs - Accelerate enrollment in Conservation programs 	All Partners	Fall and Winter, 2025, 2026, 2027

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ALLIANCE FOR SHENANDOAH
DECLARATION – EXHIBIT 4-E

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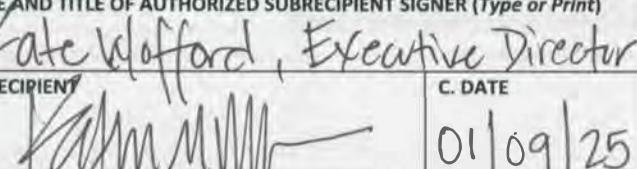
	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 82555	2. NFWF GRANT ID: 0602.24.082555
		3. UNIQUE ENTITY IDENTIFIER (UEI) LFTRCL911KF3	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) 10%
5. SUBRECIPIENT TYPE Non-profit		6. NFWF SUBRECIPIENT Alliance for the Shenandoah Valley	
7. NFWF SUBRECIPIENT CONTACT Kate Wofford PO Box 674 New Market, VA 22844 kwofford@shenandoahalliance.org		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION Margaret Card-Silache National Fish and Wildlife Foundation 1625 Eye Street, N.W. Suite 300 Washington, D.C. 20006 Tel: 202-857-0166 Fax: 202-857-0162 margaret.card-silache@nfwf.org	
9. PROJECT TITLE Accelerating Clean Water and Conservation Outcomes in Shenandoah Valley (VA)			
10. PROJECT DESCRIPTION Accelerate the rate of implementation and increase the effectiveness of water quality best management practices in a high priority agricultural region of the Chesapeake Bay watershed. Project will implement 25 miles of livestock exclusion fencing and expand adoption of agricultural conservation practices on 3,500 acres.			
11. PERIOD OF PERFORMANCE June 1, 2024 to June 1, 2027	12. TOTAL AWARD TO SUBRECIPIENT \$1,631,595.72	13. TOTAL FED. FUNDS \$1,531,595.72	14. TOTAL NON-FED. FUNDS \$100,000
15. FEDERAL MATCH REQUIREMENT \$5,196,125.04		16. NON-FEDERAL MATCH REQUIREMENT \$2,313,750	
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects the de minimis indirect cost rate that the Subrecipient has elected for which the Subrecipient is eligible pursuant to the Uniform Guidance. The applicable base/modified total direct cost (MTDC) for the rate in Line 4 shall be defined in Section B.4 - Rate Application, of NFWF's Indirect Cost Policy (http://www.nfwf.org/whatwedo/grants/applicants/Pages/indirect-policy.aspx), consistent with the definition of MTDC in the Uniform Guidance §200.68.			
18. TABLE OF CONTENTS			
SEC.	DESCRIPTION		
1	NFWF Agreement Administration		
2	NFWF Agreement Clauses		
3	Representations, Certifications, Obligations, and Other Statements – General		
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General		
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific		
6	Other Representations, Certifications, Statements and Clauses		

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19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL							
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
Natural Resources Conservation Service	FC.R599	09/26/2023	NR233A750013C007	\$1,300,000	\$11,000	09/29/2028	10.902
Natural Resources Conservation Service	FC.R600	09/26/2023	NR233A750013C007	\$9,500,000	\$80,350	09/29/2028	10.912
Natural Resources Conservation Service	FC.R601	09/26/2023	NR233A750013C007	\$9,500,000	\$80,350	09/29/2028	10.924
Natural Resources Conservation Service	FC.R602	09/26/2023	NR233A750013C007	\$7,500,000	\$63,450	09/29/2028	10.912
Natural Resources Conservation Service	FC.R603	09/26/2023	NR233A750013C007	\$31,300,000	\$264,850	09/29/2028	10.924
U.S. Environmental Protection Agency	FC.R618	03/07/2024	4H - 95337001	\$18,000,000	\$1,031,595.72	10/31/2028	66.466
Altria Group	TR.A486	N/A	N/A	N/A	\$100,000	09/30/2028	N/A

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)	D. NAME AND TITLE OF NFWF AWARDING OFFICIAL		
<i>Kate Wofford, Executive Director</i>	Holly A. Bamford, PhD, Chief Conservation Officer		
B. SUBRECIPIENT BY 	C. DATE	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY 	F. DATE
	01/09/25		1/14/2025

NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).

See Reporting Schedule on the following page.

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0602.24.082555 (Accelerating Clean Water and Conservation Outcomes in Shenandoah Valley (VA))

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21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Reporting Task	Task Due Date
Interim Programmatic Report	June 1, 2025
Annual Financial Report	June 1, 2025
Interim Programmatic Report	June 1, 2026
Annual Financial Report	June 1, 2026
Final Programmatic Report	August 1, 2027
Final Financial Report	August 1, 2027

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0602.24.082555 (Accelerating Clean Water and Conservation Outcomes in Shenandoah Valley (VA))

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J.A. 0638



SECTION 1 NFWF AGREEMENT ADMINISTRATION

1.1. Amendments.

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

1.1.1. Budget Amendment Request.

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

1.1.2. Extension of Performance Period.

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

1.2. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

1.2.1. Documentation and Reporting of Matching Contributions.

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

1.2.2. Assessing Fair Market Value.

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

1.3. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

1.3.1. Reimbursements.

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

1.3.2. Advances.

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

1.3.3. Interest.

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

1.4. Reports.

1.4.1. Interim Programmatic Reports.

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management systems, Easygrants and FieldDoc.org. NFWF may require specific formatting and/or additional information as appropriate.

1.4.2. Interim Financial Reports.

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.3. Annual Financial Report.

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.4.4. Final Reports.

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.3.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management systems, Easygrants and FieldDoc.org. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual jpg files. The Final Programmatic Report narrative should list each photograph, the date the

photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.5. Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.4.5.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

1.4.5.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

1.5. Reports and Payment Requests.

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as

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the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

1.6.2. Access to Records.

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall:(1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

2.5.2. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

2.5.3. Logo Use.

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

2.5.4. Disclaimers.

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information

to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

2.10. System for Award Management (SAM) Registration.

The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

2.11. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

2.12. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

2.13. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient

provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

2.14. Choice of Law/Jurisdiction.

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

2.15. Stop Work.

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

2.16. Termination.

2.16.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.16.1.1. the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.16.1.2. the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.16.1.3. suspension or debarment by the Government of the NFWF Subrecipient; or,

2.16.1.4. any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

2.16.1.5. NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure

period shall be considered the timeframe specified by the Funding Source(s), if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

2.16.1.7. if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.16.2. Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

2.16.3. In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.16.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.16.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

2.16.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.16.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

2.16.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

2.16.3.6. Return to NFWF any unobligated portion of the Award.

2.17. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.18. Severability.

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.19. Interpretation and Construction.

2.19.1. This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

2.19.2. The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

2.19.3. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.19.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at

http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts,

including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

I. **Trafficking in persons.**

- a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).".
- b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).".
- c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed

to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

FC.R599 - FC.R602

Grant Terms

Highly erodible lands and wetland conservation compliance.

Activities performed under this award may not include operational or policy decisions or political advocacy related to or affecting highly erodible lands or wetland conservation compliance under the Food Security Act of 1985 as amended.

Privacy Act and Confidentiality.

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of the Farm Production and Conservation (FPAC).
- b. The NFWF Subrecipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The NFWF Subrecipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

Acknowledgment of Section 1619 Compliance.

The NFWF Subrecipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.

Acknowledgment of Support and Disclaimer (USDA).

The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number(s) here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific grants or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

"USDA is an equal opportunity provider and employer."

The NFWF Subrecipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

National Policy Requirements.

The NFWF Subrecipient must comply with all relevant public policy requirements, including those in general appropriations provisions, which can be accessed at this link:

https://www.usda.gov/sites/default/files/documents/Regulatory_Statutory_National_Policy_Requirements_Overlay.pdf

Build America, Buy America for Construction.

"Buy America" preference applies to Federal financial assistance awards that include construction components, even if it is funded by both Federal and non-Federal funds under the award. Subawards should conform to the terms and conditions of the Federal award from which they flow. A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a construction project.

The NFWF Subrecipients must ensure that none of the funds provided under this award are used for project construction unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the

total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a construction project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished project but are not an integral part of the structure or permanently affixed to it.

Technical Services.

The NFWF Subrecipient will ensure their employees and/or contractors have met all the qualifications to perform the technical services required; including:

- a) Compliance with all applicable Federal, State, Tribal and local laws and requirements;
- b) Compliance with applicable U.S. Department of Agriculture (USDA) and Agency standards, specifications, and program requirements;
- c) Clearance obtained to use the USDA network.

FC.R603

Grant Terms

Highly erodible lands and wetland conservation compliance.

Activities performed under this award may not include operational or policy decisions or political advocacy related to or affecting highly erodible lands or wetland conservation compliance under the Food Security Act of 1985 as amended.

Privacy Act and Confidentiality.

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of the Farm Production and Conservation (FPAC).
- b. The NFWF Subrecipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The NFWF Subrecipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

Acknowledgment of Section 1619 Compliance.

The NFWF Subrecipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.

Acknowledgment of Support and Disclaimer (USDA).

The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number(s) here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific grants or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

"USDA is an equal opportunity provider and employer."

The NFWF Subrecipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

National Policy Requirements.

The NFWF Subrecipient must comply with all relevant public policy requirements, including those in general appropriations provisions, which can be accessed at this link:
https://www.usda.gov/sites/default/files/documents/Regulatory_Statutory_National_Policy_Requirements_Overlay.pdf

Build America, Buy America for Construction.

"Buy America" preference applies to Federal financial assistance awards that include construction components, even if it is funded by both Federal and non-Federal funds under the award. Subawards should conform to the terms and conditions of the Federal award from which they flow. A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a construction project.

The NFWF Subrecipients must ensure that none of the funds provided under this award are used for project construction unless: (1) all iron and steel used in the project are produced in the United

States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a construction project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished project but are not an integral part of the structure or permanently affixed to it.

FC.R618

Grant Terms

EPA General Administrative Terms and Conditions.

The NFWF Subrecipient must comply with the EPA general terms and conditions available at:

https://www.epa.gov/system/files/documents/2023-09/fy_2023_epa_general_terms_and_conditions_effective_october_1_2023_or_later.pdf

Proper Payment Drawdown (for NFWF Subrecipients other than states).

As required by [2 CFR 200.305\(b\)](#), the NFWF Subrecipient must draw funds only for the minimum amounts needed for actual and immediate cash requirements to pay employees, contractors, subrecipients or to satisfy other obligations for allowable costs under this assistance agreement. The timing and amounts of the drawdowns must be as close as administratively feasible to actual disbursements of EPA funds. Disbursement within 5 business days of drawdown will comply with this requirement and the NFWF Subrecipient agrees to meet this standard when performing this award.

Build America, Buy America

a. The NFWF Subrecipient is subject to the Buy America Sourcing requirements under the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) for the types of infrastructure projects under the EPA program and activities specified in the chart, “Environmental Protection Agency’s Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America Buy America Provisions of the Infrastructure Investment and Jobs Act.” None of the funds provided under this award may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. The Buy America preference requirement applies to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds. The NFWF Subrecipient must implement these requirements in its

procurements, and these requirements must flow down to all subawards and contracts at any tier. For legal definitions and sourcing requirements, the NFWF Subrecipient must consult EPA's Build America, Buy America website and the Office of Management and Budget's (OMB) Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

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b. When supported by rationale provided in IIJA §70914, the NFWF Subrecipient may submit a waiver request to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the EPA Build America, Buy America website.

Cybersecurity Condition.

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The NFWF Subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the NFWF Subrecipient's network or information system and EPA networks used by the NFWF Subrecipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the NFWF Subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the NFWF Subrecipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the NFWF Subrecipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The NFWF Subrecipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The NFWF Subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the NFWF Subrecipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

Utilization of Disadvantaged Business Enterprise

GENERAL COMPLIANCE, 40 CFR, Part 33

The NFWF Subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

1. MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

EPA no longer certifies entities as Minority-Owned Business Entities (MBEs) or Women-Owned Business Entities (WBEs) pursuant to a class exception issued in October 2019. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.3(b).

2. SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the NFWF Subrecipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR Section 33.301 (a)-(f).

However, in EPA assistance agreements that are for the benefit of Native Americans, the NFWF Subrecipient must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts (40 CFR Section 33.304). If recruiting efforts are unsuccessful, the recipient must follow the six good faith efforts.

3. CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The NFWF Subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

4. BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

5. FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

In October 2019, a class exception to the entire Subpart D of 40 CFR, Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR, Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

6. MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

When required, the NFWF Subrecipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at https://www.epa.gov/system/files/documents/2021-08/epa_form_5700_52a.pdf.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the NFWF Subrecipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the Simplified Acquisition Threshold (SAT) (currently, \$250,000 however the threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT.

Annual reports are due by October 30th of each year. Final reports are due 90 days after the end of the project period.

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

7. MBE/WBE RECORDKEEPING, 40 CFR, Part 33, Subpart E

The NFWF Subrecipient agrees to comply with all recordkeeping requirements as stipulated in 40 CFR, Part 33, Subpart E including creating and maintaining a bidders list, when required. Any document created as a record to demonstrate compliance with any requirement of 40 CFR, Part 33 must be maintained pursuant to the requirements stated in this Subpart.

Light Refreshments and/or Meals – EPA.

The NFWF Subrecipient will obtain prior approval for the use of EPA grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). Requests for approval will include: 1) an estimated budget and description for the light refreshments, meals, and/or beverages; 2) a description of the purpose, agenda, location, length and timing for the event; and, 3) an estimated number of participants in the event and a description of their roles. EPA policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the NFWF Subrecipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

Public Information – EPA.

In accordance with 40 CFR 30.36, EPA has the right to reproduce, publish, use and authorize others to use copyrighted works developed under this agreement for Federal purposes.

Report Acknowledgement – EPA.

The NFWF Subrecipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement LI-00A00694 to the National Fish and Wildlife Foundation. The contents of this document do not necessarily reflect the views

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and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Geospatial Data Standards.

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

QUALITY ASSURANCE STATEMENT – SECONDARY DATA USE:

The NFWF Subrecipient shall ensure that all secondary data is obtained from known and trusted sources and is accompanied by metadata that lists the reason(s) for the data collection, the methodology employed, and lists the Quality Assurance/Quality Control (QA/QC) standard(s) under which the data collection was completed. The Recipient shall assess such data's "fitness for use" according to the general data quality assessment factors defined by the EPA Science Policy Council (<http://www.epa.gov/osa/spc/pdfs/assess2.pdf>). Data assessment and evaluation activities must be documented. Any assumptions, troubleshooting, communications, and other relevant documents and records must be maintained with the Recipient's project files. These records must be organized to allow reconstruction of the process and results, also known as "data mapping". The identity of the individual(s) and organization that performed the "fitness for use" assessment must be clearly noted on the documents.

Tracking and Reporting Outcomes.

The NFWF Subrecipient shall track and report all applicable on-the-ground conservation and restoration actions planned and implemented under this subaward using FieldDoc.org. Final data and information from FieldDoc.org must match associated data and information reported by the NFWF Subrecipient through NFWF's Easygrants system.

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SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.

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SUSTAINABILITY INSTITUTE, ET AL v. TRUMP

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**BRONX RIVER ALLIANCE DECLARATION –
EXHIBIT 5**

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

The Sustainability Institute, et al.,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States, et al.,

Defendants.

Civ. No. 2:25-cv-02152-RMG

DECLARATION OF SIDDHARTHA SANCHEZ, BRONX RIVER ALLIANCE

I, Siddhartha Sanchez declare as follows:

1. My name is Siddhartha Sanchez. I live in Napanoch, New York. This declaration is based on my personal knowledge and professional experience. I am over the age of eighteen and suffer from no legal incapacity. I submit this declaration on behalf of Bronx River Alliance, a nonprofit organization affected by the federal funding pause.

2. Bronx River Alliance is a 501(c)(3) nonprofit organization based in New York City which serves as a coordinated voice for the Bronx River and works with over 100 partners to protect and restore the Bronx River corridor and greenway so that it can be a healthy ecological, recreational, educational and economic resource for the communities through which the river flows. For the past 24 years, the Bronx River Alliance has coordinated community restoration efforts that started over 50 years ago, transforming the Bronx River from a toxic open sewer to an ecological oasis for local residents.

3. I am the Bronx River Alliance's Executive Director. I have worked at Bronx River since April 15, 2024. I have supported the work of the Bronx River Alliance over the past 20 years in different ways - as staff for the local Congressmember I sat on the Board of the Alliance; as representative of a philanthropic funder supporting public programs; and as a partner collaborating on shared programs as part of local community groups. In previous work experiences and at the Bronx River Alliance, I directly manage the implementation of work related to federal grants. I work daily with our finance and grants management staff to manage current federal grants including direct communication with program officers, informing and revising workplans, and aligning outcomes to grant deliverables.

4. On October 3, 2023, Bronx River received preliminary approval of an EPA \$500,000 Environmental Justice Collaborative Problem Solving Program grant to improve water

quality in four Bronx and Westchester County waterways by partnering with local communities to collect and use water quality data in advocating for policy and infrastructure improvements that address longstanding sources of water pollution. The executed award was finalized September 23, 2024. The project period is 2/1/2024 - 1/31/2027. This award included 3 other local organizations as subaward partners.

5. On July 19, 2024, Bronx River Alliance received preliminary approval of a \$997,040 Environmental Protection Agency Community Change grant to enable communities in the Bronx to have a voice in decisions related to coastal adaptation, habitat restoration and infrastructure projects. After contracting adjustments, the final executed award was received on December 13, 2024 for \$1,047,647. The project period is 11/1/2024 - 10/31/2027. This award included 5 other organizations as subaward partners, anticipating the addition of 5 more subaward partners during the project.

6. We spent many weeks preparing the applications for these two grants, including the detailed work plans, budgets, permitting, and coordinating with partners. At least 60 staff and consultant hours were spent directly on preparing each of these 2 grant applications. Once awarded, at least another 30 staff and consultant hours were spent on preparing required financial system documents. These two federal grants would have comprised approximately 15% of our projected budget for this fiscal year.

7. Bronx River Alliance and partners have already begun work to implement these grants including 1) Environmental Justice Community Problem Solving: the completion and EPA approval of a Quality Assurance Project Plan, scheduling and implementation of community outreach events, preparation of communications materials, recruitment of community volunteers; 2) Community Change Grant: holding an EPA-initiated press event, preliminary Task Force meetings, identification of potential additional partners, and the drafting of a joint Values Statement.

8. Through the two awards, Bronx River Alliance has subaward agreements with partner organizations totaling \$454,458.

9. The Environmental Justice Community Problem Solving award includes 3 subaward partners receiving a total of \$173,514. These partners are responsible for lab analysis, community engagement and education activities as well as coordinating volunteers to carry out water quality testing on three area rivers in addition to the Alliance's testing of the Bronx River.

10. The Community Change Grant award includes 5 current subaward recipients with an additional future 5 subaward recipients to be identified, who will collectively be receiving \$280,944 over three years. Partners will collaborate on community outreach and education activities, involving local residents in the development of proposed infrastructure projects. Partners will evaluate and make recommendations to implement infrastructure projects that support local flood and heat resilience, engaging with public agencies and planning processes to do so.

11. Per the terms and conditions of our two EPA awards, we incur allowable expenses and then submit requests for reimbursement through Automated Standard Application for Payments ("ASAP"). Allowable reimbursable expenses include personnel, fringe benefits, subawards, travel, supplies, and indirect. Since early February, we have not been able to reliably request reimbursements through ASAP. There were six days in the month of February (February 5, 6, 11, 13, 14, and 17) that we were able to log into ASAP, but either received an error message stating, "Error 839: No accounts found matching criteria." or ran inquiries showing that the status of the grants was "suspended". When this error message was present or the grants were "suspended", we were not able to submit reimbursement requests. Since March 10th, Account Profile Inquiries have consistently shown the status of the grants as "suspended" and we have not been able to submit reimbursement requests since that date to today.

12. On March 10, our account status indicator in ASAP was changed to “suspended.”

We are still unable to request reimbursement. As of March 24th, our account status indicator in ASAP was still “suspended”.

13. On Feb 15, 2025, we learned that our EPA Community Change Grant Program Officer had been terminated by EPA the previous evening. We also learned that our Environmental Justice Community Problem Solving Program Officer had been terminated around the same time. We have not received official communication from EPA about these terminations or program officer replacements.

14. An EPA staffer from the Community Based Funding & Technical Assistance Section Environmental Justice Community Engagement & Environmental Review Division, notified us via email on Feb 25, 2025 that our EJCPs Program Officer had been terminated, and that they were working to assign a new project officer as soon as possible. In subsequent conversations, this EPA staff person informed us they would also be our contact on the CCG award. We have held two Zoom meetings with this EPA staff member, on March 11, 2025 and March 17, 2025 but have received no guidance or information about the grants other than that they are currently suspended.

15. Overall, while Bronx River Alliance has received \$48,405.75 in reimbursement under its Community Change Grant, the organization still has not received \$999,241.25 of the remaining award amount.

16. Overall, while Bronx River has received \$55,725.24 in reimbursement for work under its Environmental Justice Community Problem Solving Grant, the organization still has not received \$444,274.76 of the remaining award amount.

17. This disruption in Environmental Justice Community Problem Solving funding has forced the organization to face the possibility of having to cover costs for water quality monitoring

supplies, equipment, and partner and subaward obligations in order to meet project goals. The funding freeze has also made it difficult to hire staff to coordinate volunteers for water sample collection, which could result in reduced data collection. The reduction in data will impede municipalities, advocates, and elected officials from securing funding to upgrade aging sewage infrastructure, which directly harms public health and water quality. This will also result in increased health risks from recreational water activities, including paddling, fishing, and swimming in the river.

18. The disruption in funding for the Community Change grant has prevented the Bronx River Alliance from hiring a project coordinator. The uncertainty around the project's future has also prevented the Task Force from proceeding with recruiting additional members. The Community Change subawards are directly tied to community engagement, with each partner committed to engaging 100 community members—work that has been stalled. The nonprofit's inability to access the grant funds means that community members are prevented from having a voice in local infrastructure development projects, in particular to address flooding and heat impacts on vulnerable populations, including children, the elderly, and individuals with chronic illnesses. The inability to follow through on multi-year organizational commitments is also jeopardizing longstanding relationships with community partners, government agencies, funders, and elected officials.

19. Bronx River Alliance is spending many staff hours trying to ascertain the status of our frozen grants. For example, we have attended many calls totaling over 20 hours with other nonprofit groups seeking guidance. The organization has not been able to proceed with hiring projected staff, causing existing staff members to do additional work to compensate for the lack of additional staff. The freeze is interfering with the organization's ability to compensate at least three senior staff members.

20. The Alliance's inability to access funds and the uncertainty around when funding will be reliably available again has forced the organization to significantly adjust workplans, particularly for our Director of Programs and Operations, as well as staffing goals.

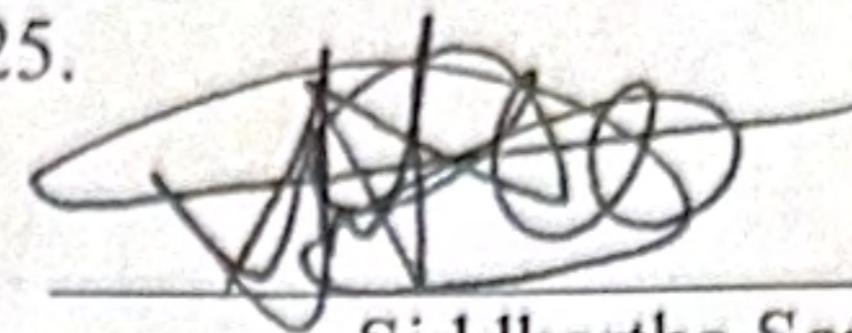
21. The uncertainty of this situation is causing a lot of stress to myself and my coworkers. With so much being unknown about the funding freeze, I am unable to plan on how to proceed with work we had been planning for months and that we are now poised to implement. This uncertainty presents a challenge in reassuring partners that have committed to doing this work with us by setting aside time, resources, and staff to advance these projects. Most of all, this uncertainty has made it difficult to project how much public programming we can commit to, impacting thousands of local students and families who depend on our afterschool, weekend, and holiday programs to enrich their academic experiences, improve mental and physical health, and advocate for the greening of watershed neighborhoods.

22. Bronx River Alliance, our staff and Board of Directors also have concerns about potential retaliation from the Administration for joining this lawsuit.

23. The injury to Bronx River Alliance and its interests would be redressed by an order from the Court granting the Plaintiffs the relief they have requested.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States, the foregoing is true and correct.

Executed this 25th day of March 2025.



Siddhartha Sanchez

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BRONX RIVER ALLIANCE DECLARATION – EXHIBIT 5-A

Section A. Executive Summary

Application Title:

Uplifting Bronx Voices for Climate Change Resilience

Lead Applicant Organization:

Bronx River Alliance, Inc.

Statutory Partner to the Lead Applicant:

Youth Ministries for Peace and Justice

Contact Information:

- Julia Hitz, Grant Manager Bronx River Alliance, development@bronxriver.org, 646-509-9746 (application contact)
- Christian Murphy, Ecology Coordinator Bronx River Alliance, christian.murphy@bronxriver.org, 718-542-4124
- Daniel Ranells, Director of Programs and Operations Bronx River Alliance, daniel.ranells@bronxriver.org, 718-542-4124
- Victoria Toro, Community Outreach Coordinator Bronx River Alliance, victoria.toro@bronxriver.org, 718-542-4124
- David Shuffler, Executive Director Youth Ministries for Peace and Justice, dshuffler@ympj.org, 718-328-5622

Eligibility:

The Lead Applicant, Bronx River Alliance, is a Community Based Organization with 501(c)3 status.

The Statutory Partner, Youth Ministries for Peace and Justice is a Community Based Organization with 501(c)3 status.

Disadvantaged Community to benefit from the projects:

The overwhelming majority of Bronx County neighborhoods are categorized as Environmental Justice or Disadvantaged Communities (EPA IRA Disadvantaged Communities Map - attached). The Bronx has a population of 1.4M, 90% of whom identify as a racial or ethnic minority (largely Latinx and African American), with a high number of foreign-born and first generation residents. (2021 American Community Survey). The Bronx is characterized by high levels of poverty: 24.4% overall; 36.5% for children (2021 US Census). The Bronx has been ranked the least healthy county in NY State for over 10 years running, according to County Health Rankings. 16% of residents suffer from diabetes, 35% from hypertension, and 36% from obesity.

One example of a Bronx coastal EJ communities as defined in the CEJST:

Hunts Point Tract # 36005011700

Disadvantaged Community: Yes

Population Black or African American 45%, Other 48%, Hispanic or Latino 60%, White 1%

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Low Income 97th percentile
Proximity to Hazardous Waste Facilities 96th percentile
Expected Building Loss from Natural Hazards 80th percentile

Grant Award Period and Completion:

3 years from award date, approximately 12/1/2024 - 11/30/2027

Amount of EPA Funding Requested:

\$1,047,647

Other Sources of Funding:

Bronx River Alliance is also seeking funding for this project from the NOAA Coastal Habitat Restoration and Resilience Grants for Tribes and Underserved Communities, Under the BIL and IRA program. No funding would be duplicated if both applications were awarded.

Resubmission Status:

New application submission

Section B. Project Workplan**1. Track II Program Objectives:**

The Bronx faced myriad challenges following the burning, abandonment, and disinvestment of the late 20th century. The cumulative impact of racist policies displaced thousands of residents, destroyed communities and cut neighborhoods off from one another. Environmentally unjust land use decisions concentrated highways and heavy truck traffic (serving Hunts Point Terminal Market, the Fish Market, Fresh Direct, etc.), causing air pollution and an urban landscape that is hostile to outdoor recreation such as biking and walking. Polluted air, soil, and water offer a meager inheritance to current residents, often the children of those who stayed when the Bronx was burning and who worked diligently to rebuild.

The Bronx is confronted with a convergence of climate change impacts that compound existing challenges. As the effects of climate change intensify, the area faces heightened risks, including more frequent and intense heat waves, sudden and intense downpours leading to flash flooding, and the threat of storm surges along its industrial and post-industrial waterfront. The local urban and natural infrastructure, particularly highways, lacks resilience to withstand these climate-related hazards, making storm surge flooding an increasingly urgent concern. Furthermore, the green areas bordering the waterfront, which already bear the burden of urban environmental impacts, will be significantly affected by changing climate conditions. Both urban and natural areas require support in adapting to these changes, especially for green areas to continue to function as vital ecosystems.

Uplifting Bronx Voices for Climate Change Resilience builds community resilience by convening a Bronx Climate Justice Task Force to synthesize the dozens of habitat restoration plans that have been developed by various organizations over the years. If anything, the Bronx has been over-planned but under-executed.

Coming together as a cadre of powerful environmental, cultural, and scientific organizations will enable a prioritization of habitat restoration projects throughout the borough and enable the group to speak with a coordinated voice to leverage the Federal and State dollars that are now available for project implementation and to respond to key Plans and Projects that could affect Bronx coastal habitat.

Uplifting Bronx Voices for Climate Change Resilience will enable disadvantaged communities in the Bronx to fully participate in planning and decisions about coastal adaptation and other infrastructure projects being advanced by federal, state, and local agencies through engagement in US Army Corps of Engineers NY-NJ Harbor and Tributaries Study (USACE NY-NJ HATS), NYS Department of Environmental Conservation, the NYS Climate Action Council, the Climate Justice Working Group, NYC Long Term Control Plans, NOAA's Coastal Inundation Community of Practice, and engagement with the Climate Smart Communities Program and the Mayor's Office of Climate and Environmental Justice (NYC MOCEJ). As a result, these and other agencies will have a better understanding of Bronx climate justice issues and be better able to incorporate those concerns into official planning efforts.

Track II Objective: Partnerships between community organizations, governments, philanthropic organizations, the private sector, and / or third-party facilitators and evaluators who can support collaboration across sectors to facilitate the engagement of disadvantaged communities in governmental decision-making processes.

The convening of a Bronx Climate Justice Task Force will give the disadvantaged Bronx community a meaningful voice in government decision-making processes, helping to close equity gaps and redress environmental and climate injustices.

The Task Force will create channels to work cooperatively to advance environmental and climate justice. The partners will support collaboration across sectors and directly represent the Bronx community in communications with governmental decision making processes. The Project will also advance community-initiated projects that will enhance climate resiliency by bringing key Bronx environmental groups together to educate one another and their bases about funding opportunities, develop and prioritize project ideas and support one another's projects.

Project Objective 1: The Bronx River Alliance will constitute a Bronx Climate Resiliency Task Force to speak with a coordinated voice to decision makers who will shape the future of climate resiliency in the Bronx.

Activities:

- Recruit two additional Task Force members beyond the 8 that are already committed, with an emphasis on including an organization of indigenous people(s).
- Hold Task Force meetings
- Create and distribute a unified Value Statement about climate resilience in the Bronx, by engaging with local partners and community members.
- Produce a summary of previous planning documents that relate to climate resilience and habitat restoration in the Bronx.
- Create a list of priority climate resilience projects for short and long term funding.

- Partners may seek funding for additional feasibility studies to bring project ideas to the point of applying for implementation applications.
- Support fundraising efforts of partner groups.

Project Objective 2: Proactive outreach and advocacy to relevant agencies to amplify Bronx voices for climate change decision making. Speak in a strong, coordinated voice on issues of climate resiliency that affect the Bronx.

Activities:

- The Alliance will begin the Project with an announcement to local, state, and federal agencies that a Bronx Climate Task Force has been created and an ask that the Task Force be included in official communications from each agency. Media will also be notified.
- The Bronx Climate Justice Task Force will ensure at least four meetings or in-person engagements with US Army Corps of Engineers NY-NJ Harbor and Tributaries Study (USACE NY-NJ HATS), NYS Department of Environmental Conservation, the NYS Climate Action Council, the Climate Justice Working Group, NYC Long Term Control Plans, NOAA's Coastal Inundation Community of Practice, the Climate Smart Communities Program and the Mayor's Office of Climate and Environmental Justice (NYC EJ), or other agencies as needed during the project term. In addition,
- The Task Force will produce and submit, on an as-needed basis, correspondence (input from Bronx communities, testimony, comment letters from Task Force and Partner organizations) via email and other digital correspondence.

Track II Objective: Breaking down systemic barriers to community participation in government processes impacting environmental and climate justice. Focus on ways to provide disadvantaged communities with information about issues that directly impact them, while simultaneously creating mechanisms for the government to gather input to ensure community needs inform decision-making and are integrated into government processes and policies.

By producing accessible educational materials, the project will break down barriers to community participation, and through the outreach that is part of their use, will improve engagement and provide feedback mechanisms through which the Task Force can represent community concerns to government decision-makers. The project will provide information to the community about issues that directly impact them as well as create spaces for sharing community needs in order to represent community needs to decision makers.

Community education and engagement with official planning processes will enhance the ability of residents to influence strategies for mitigating effects of extreme weather events and climate hazards (e.g., sea level rise, storm surge, inland flooding). This will improve Bronx resilience to climate change and extreme weather and protect communities physically and economically from the worst impacts.

The Project will improve community and agency understanding of community values and engage community members through a suite of interactive activities and capture video testimonials. The Task Force will use the outcomes of this process to develop the Bronx Climate Resiliency Value Statement to present to official agencies.

Project Objective 3: Production of communication materials to educate and engage the general public, government officials and the press.

Activities:

- Bronx River Alliance staff, in collaboration with Task Force partners, will develop educational outreach material content. To include flyers, social media and web content, and comment letter templates for use throughout the three year project period.
- Complete graphic design.
- Translate content into Spanish.
- Prepare materials for electronic and physical distribution.

Project Objective 4: Community will be engaged and educated through the development and use of visualization aids and an interactive activity to bring to community events. Engagement materials will be presented at public events throughout the project period, and feedback will be collected from community members.

Activities:

- Develop interactive activities to be used by partners at community events to educate the public and engage with decision makers.
 - Adaptation of a watershed model that the Alliance currently uses to educate the public about Combined Sewer Overflows to also demonstrate the impact of storm surge, sea level rise, groundwater elevation, and inland flooding
 - Fabrication of a sea level and storm surge visual aid for use at events, such as a measuring stick indicating high water levels
 - Posters of predicted storm surge and flooding on which residents can pin where they live, visit, travel through, as well as where they have observed flooding
- Staff will record and produce video testimonials of participants speaking to their hopes and concerns related to storm surge, sea level rise, inland flooding, and extreme heat. The Alliance will develop these into a reel to be posted on social media
- Social media campaigns (Facebook, X, Instagram, Website, e-newsletters, e-blasts)
- Alliance and partners will utilize educational materials during regularly scheduled public events to educate and elicit feedback from local stakeholders.
- The results of the *Uplifting Bronx Voices for Climate Change Resilience* project will be presented at one public event at the end of the grant period, such as the Bronx River Assembly or Bronx Council on Environmental Quality meeting.

Track II Objective: Supporting direct participation of disadvantaged communities in the development and implementation of solutions, policies, and programs.

Capacity building among local CBO's will allow for more informed and specific engagement in promoting environmental and climate justice solutions, policies, and programs. The project will provide capacity building to partner organizations to engage constituents on the development of implementation projects, thus increasing the role of distinct sectors and stakeholders in planning environmental and climate change interventions.

Project Objective 5: Move climate resilience and coastal habitat restoration projects toward the implementation phase.

Activities:

- Selecting from the list of prioritized climate resilience projects developed through the Bronx River Intermunicipal Watershed Management Plan update, conduct a feasibility study of one project, bringing it to the stage of a project description with cost estimates, conceptual design, a monitoring plan, and a list of required permits and approvals. This will provide the basis for applications for grant funding and realistic policy promotion. Task Force partners will engage with this feasibility study throughout the process providing experience to support what would be needed should they undertake habitat restoration projects that arise from the *Uplifting Bronx Voices for Climate Change Resilience* project. Potential projects already identified which may be chosen for the feasibility study include:
 - **River Park Bioswale** - This green infrastructure feature could be modeled after the bioswale located in Shoelace Park between 223rd and 224th streets and is on a similarly sloping hillside. This bioswale would capture stormwater, protecting the Bronx River from polluted runoff and provide flooding relief from the nearby streets.
 - **Forest Restoration** - Renaturalizing and restoring the Bronx River's forests, including the removal of mature ash trees and planting up of the understory, offers many benefits. This work would reduce the spread of invasive species, provide native habitat for wildlife, help with river bank stabilization and reduce sedimentation of the river, help filter polluted stormwater runoff, facilitate carbon sequestration, and reduce the urban heat island effect.
 - **Saltmarsh Restoration** - This would create native estuarine habitat that has been lost across the city due to urbanization. Saltmarsh restoration favors vulnerable wildlife populations, reduces erosion and sedimentation, improves water quality, and facilitates carbon sequestration.
- Partners will support each other to seek leveraged funding to complete additional feasibility studies as prioritized by the Task Force and influence the allocation of public funds for implementation activities..

2. Project Collaboration and Participation:

A broad range of community-based partner organizations contributed to the design of the proposed project, representing their stakeholders' input. The partners contributing to the development and amplification of Bronx voices include the Council on Environmental Quality, Harlem River Working Group, The POINT CDC, Rocking the Boat, Bronx Children's Museum, South Bronx Unite, SUNY Maritime, and Youth Ministries for Peace and Justice. These community based organizations and academics, who have already committed to Task Force participation, will share their own expertise and diverse perspectives and gain capacity in habitat and climate change advocacy and project development.

By forming as a democratic, nonhierarchical body where leadership is distributed among partners, the Task Force will provide a forum for groups to share information with each other, develop new partnerships, and support one another in the collective goal of bringing coastal resiliency and habitat restoration dollars to the Bronx, especially areas where such projects can offer multiple benefits (e.g., public access, protection from storm surge or inland flooding).

The project provides meaningful engagement and capacity building, increasing organizational and technical capacity of underserved communities in the Bronx to lead and/or participate in habitat restoration activities by:

- Sharing information about funding opportunities between partners and with other community organizations.
- Synthesizing a multitude of plans that have already been written about the Bronx, making the data more accessible and useful for outreach education and project development and funding.
- Partnership development on key habitat restoration and climate resilience projects.
- Speaking in a coordinated voice regarding major Plans and Projects that could impact the coastal habitat and resilience of the Bronx.
- Sharing co-facilitation of the Task Force meetings to support diverse voices and leadership, as well as ensuring that there is a welcoming tone that invites collaboration.
- Seeking to include indigenous wisdom and generational and regenerative thinking as core values. The partners will seek to recruit an indigenous organization as a Task Force member, which will enrich the process and outcomes of the project.
- Engaging community member participation and feedback through established community events that already have high participation from underrepresented communities. Expecting community members with limited time and resources to attend more meetings and events has been identified through previous community outreach work as a barrier to participation.
- Compensating members of the Climate Justice Task Force for their time through a subaward, which reduces a barrier to participation for many community-based EJ organizations.
- Providing an example for project partners on how to conduct a feasibility study in order to finance significant habitat restoration or climate resilience projects.

An example of one past activity that demonstrates the ability of Bronx River Alliance to execute the *Uplifting Bronx Voices for Climate Change Resilience* project is the development of the Intermunicipal Watershed Management Plan in 2010, which brought together the Bronx River Alliance, Westchester County and Westchester municipalities, and Bronx County, to jointly define goals for the restoration and improvement of the full Bronx River corridor. This document is currently being updated to reflect the increased awareness of the impacts of climate change on the Bronx River corridor and to develop a new list of implementable projects to meet the goals. The current process, which will conclude in 2024, includes significant public feedback components incorporating a broad range of stakeholders in identifying and responding to site-specific climate risks.

Collaborating Entities who have already committed to participation in the Bronx Climate Justice Task Force are: Bronx River Alliance, Bronx Council on Environmental Quality, SUNY Maritime (Professor Caterina Panzeco, Youth Ministries for Peace and Justice, Rocking the Boat, South Bronx UNITE, Bronx Children's Museum, Harlem Working Group, The POINT CDC.

3. Project linkages:

Statute	Detailed description
Clean Air Act Section 138(b)(2)(5) and the goals of the Community Change Grants program. “facilitating engagement of disadvantaged communities in State and Federal advisory groups, workshops, rulemakings, and other public processes.”	Bronx River Alliance will facilitate the engagement of disadvantaged communities in state and federal advisory processes by establishing a Bronx Climate Justice Task Force with 10 community organizations. The Task Force will meet quarterly to synthesize community input, review and compile climate resilience projects from the Bronx River Watershed Management Plan and other Bronx-based plans to advance them towards design phases, and engage with government agencies to coordinate on the evaluation of potential projects. Bronx River Alliance will organize 9 Task Force meetings with 8-10 community organizations, at least 24 public events. (average 100 people per event, total 2,400 people engaged), 12 to 16 meetings with State and Federal (4-6 each year) such as Urban Waters Federal Partnership , DEC Air quality meetings and updates, Climate Justice Working Group, Climate Action Council

- The project includes elements to educate the public and seek feedback about environmental justice concerns. The increased knowledge will promote meaningful engagement in the current project and broader community planning processes.
- The grant work plan is designed to address disproportionate environmental justice impacts in Bronx County in relation to official agency environment and climate planning processes.

4. Program Budget Description:

For this estimate by objective, the costs of oversight and administration of the grant (Executive Director, Director of Programs, Director of Finance, Accounting Assistant, Grant Manager) have been divided equally among the objectives, though in practice some staff members will be spending slightly more time on different areas. Salary and fringe for program staff who work on more than one objective have been assigned in relation to their overall time commitment to project activities. Partner subawards were assigned mostly to the Task Force objective (1), with lesser amounts to objectives 2, 4, and 5, to which they will also contribute. Indirect was assigned evenly across all objectives.

Objective	Rough Estimate	% of grant total	Description

1: Climate Justice Task Force	\$333,724	32%	<ul style="list-style-type: none"> ● Alliance staff time, partner subawards, meeting space rental ● This objective results in partnership between local organizations to speak for the community, capacity building around environmental and climate change issues and collaborative management of the collective process, community organizations informed about restoration and climate change mitigation projects, capacity building and support for the development of implementation projects.
2: Advocacy with planning agencies and processes	\$157,511	15%	<ul style="list-style-type: none"> ● Alliance staff time, partner subawards ● Partners reach out to local and regional planning efforts to ensure that local Bronx voices are heard and Bronx interests are represented. Partners gain experience and confidence interacting with government agencies and coalitions.
3: Outreach and education materials development	\$182,536	18%	<ul style="list-style-type: none"> ● Alliance staff time, graphic design, translation (print), printing ● Provides an opportunity for the partners to contribute and give feedback on the development of education and outreach materials appropriate for their stakeholder groups. Interactive visual and print materials will be developed as effective communications tools to empower community members to understand and speak out about environmental concerns.
4: Outreach and community engagement materials and activities	\$161,390	15%	<ul style="list-style-type: none"> ● Alliance staff time, partner subawards, artist/fabricator, food, live interpretation ● Partners participate in community events, social media, traditional media, and personal outreach to share, discuss, and elicit feedback on habitat and climate issues in their local communities. Interactive educational module for use at public events will be developed.
5: Project feasibility study	\$212,486	20%	<ul style="list-style-type: none"> ● Alliance staff time, partner subawards, engineer/design contractor ● One feasibility study for a Bronx River habitat restoration or climate resilience project is carried out to ready that project for implementation funding. The partners will participate in and observe the process in order to build their capacity to develop and fund implementation projects themselves.

Full description of each budget line calculation is provided in the Budget Narrative document. All expenses incorporate a 4% inflation rate for years 2 and 3 of the project.

Bronx River Alliance will:

- Lead and coordinate
 - the recruitment of two additional Task Force members
 - the convening of Task Force meetings
 - the development and dissemination of the shared Value Statement
 - the development of information and engagement materials
 - the submission of statements and communications from the Task Force to public agencies and commissions
 - the production of video testimonials
 - the presentation of the project results at the end of the award period at one public event.
- Assume financial management of the grant award and submit required project and financial reports.
- Hold or attend 2 - 3 public engagement events per year, which may include Bronx River Assembly, Open House, City of Water Day.
- Produce a summary of previous planning documents that relate to climate resilience and habitat restoration in the Bronx.
- Create a list of priority climate resilience projects for short and long term funding.
- Outreach to stakeholders through social media, events, and other means
- Contract and supervise translators, Engineering/Design consulting firm.
- Produce a summary of previous planning documents that relate to climate resilience and habitat restoration in the Bronx.
- Participate in meetings and communications with official agencies around climate change planning decisions as appropriate
- Create a list of priority climate resilience projects for short and long term funding.

Salary: 3-year Total \$366,509

Staff salary is assigned by percentage of their full time work that will be dedicated to this project.

- The Executive Director (\$22,725) will spend 5% of their time on project oversight and participation in the Task Force and agency outreach.
- The Director of Programs and Operations (\$27,595) will be closely involved in project management, coordination, expenditure review, and output monitoring, at 10% of their time.
- The Director of Finance (\$21,914) is assigned 7.5% of their time for grant financial administration and oversight of accounting, budget management, and drawdowns.
- The Accounting Assistant (\$17,856) will be responsible for grant accounting, expense documentation, and processing drawdowns at 10% of their time.
- The Director of Environmental Justice (\$141,221), a new hire position, will work 73% of their time on this project, managing and coordinating project implementation in collaboration with other staff members and partners, and will be responsible for the majority of direct implementation of activities such as compiling a list of potential habitat restoration and climate resilience projects, managing Task Force meetings, and attending public events as the Task Force representative.
- The Ecology and Education Manager (\$48,932) will dedicate 20% of their time to the project, providing technical expertise to the Task Force, engaging with Agencies and meetings on regional environmental issues, developing and issuing the RFP for the hiring of an

engineer/environmental design consultant for the feasibility study, and oversight of the consultant's work.

- The Outreach Manager (\$45,686), at 20% of their time, will lead the convening of Task Force partners, outreach to Agency contacts, the development of educational materials for use in public events, organize and attend public events and engage with the public, carry out the hiring and supervision of the graphic designer and translation services, and support the development of communications materials.
- The Director of Development and Communications (\$13,797) will work 5% of their time on the project, providing guidance and oversight to the Communications assistant in the development of communications assets, programming of public outreach through social media, newsletter, press releases, flyers, and other methods, and supervising the graphic design process.
- The Communications Assistant (\$26,783) will spend 15% of their time on the development of communications materials for digital and print distribution including project branding, implementation of outreach campaigns through social media, newsletter, and other methods, attend public events to educate and gather feedback from the public, and collect and edit video testimonials.

Fringe Benefits: 3-year Total \$109,953

30% of total salary and covers the cost of retirement plan contributions, health plans, unemployment insurance and workers comp policies, long term disability insurance, FICA (social security and medicare), and payroll and benefit management fees.

Travel: N/A

Equipment: NA

Supplies:NA

Contractual: 3-year total \$147,993

- Graphic Designer \$8,122, will produce effective visual materials for outreach and education. Most of the expense is in the first year of the project with funds for updating materials in years 2 and 3.
- Artist/Fabricator: \$10,000, for the production of the interactive educational model and visual aids for use at public events, including materials.
- Translation (print) \$10,486 for translation of communications materials into Spanish or another language as deemed necessary by the Task Force for education and outreach to the community.
- Translation (live) \$20,973 for translation at approximately 24 public events into Spanish or another language as deemed necessary by the Task force for education and outreach to the community.
- Grant Management \$23,412 for Grant Manager consultant working with the Bronx River Alliance to be responsible for contract management, program and financial reporting, expense documentation and record keeping, ongoing budget awareness, and administrative

communications with EPA. The base hourly rate of \$50 per hour is below the EPA consultant cap amount.

- Engineer/design Contractor \$75,000 for the development of the feasibility study for the habitat restoration project on the Bronx River that will also serve as capacity building education for partner organizations. This work will take place in year 2 of the grant term.

Construction: N/A

Other: 3-year total 287,031

This category contains the subawards to be paid to 9 of the Task Force members (\$31,216 each) for participation in the Task Force and all project activities over three years.

Youth Ministries for Peace and Justice rebuilds the South Bronx neighborhoods of Bronx River and Soundview by preparing community members to become prophetic voices for peace and justice. YMPJ focuses on building collective power to effect transformative change that addresses the long-neglected needs of residents and brings investment into our communities.

- Serve as backup and support for the Bronx River Alliance in the event that the Project Lead Organization is unable to fulfill any assigned role
- Hold or attend 2 -3 public engagement events per year, which may include brownfield education, or Soundview Economic & Resiliency Hub events - a newly created marketplace space under the Bruckner expressway
- Attend all Task Force Meetings and participate in necessary communication between meetings
- Rotate leadership responsibilities for meetings, such as agenda formation, facilitation, and note-taking
- Review education and outreach materials
- Outreach to stakeholders through social media, events, and other means
- Participate in the development of a Value Statement and the evaluation and prioritization of potential habitat restoration and climate resilience projects
- Support fellow Task Force members in developing and funding of related habitat and climate projects
- Participate in meetings and communications with official agencies around climate change planning decisions as appropriate

Harlem River Working Group represents a coalition of Park and Community, Parent and Youth Organizations, City, State and Federal Agencies and Elected Officials who have been working collectively since its formation in 2009 to increase community access to the Harlem River Waterfront in the Bronx and Upper Manhattan.

- Hold or attend 2 -3 public engagement events per year, which may include an Annual canoe-mobile, EJ Boat tour, walks / bike rides, Quarterly Working group
- Attend all Task Force Meetings and participate in necessary communication between meetings
- Rotate leadership responsibilities for meetings, such as agenda formation, facilitation, and note-taking
- Review education and outreach materials
- Outreach to stakeholders through social media, events, and other means

- Participate in the development of a Value Statement and the evaluation and prioritization of potential habitat restoration and climate resilience projects
- Support fellow Task Force members in developing and funding of related habitat and climate projects
- Participate in meetings and communications with official agencies around climate change planning decisions as appropriate

THE POINT CDC is dedicated to youth development and the cultural and economic revitalization of the Hunts Point section of the South Bronx. THE POINT runs youth development, arts and culture, and community development program. The POINT participates in the statewide climate justice coalition, NYRenews, is a member of the NYC Environmental Justice Alliance, and other grassroots-led coalitions.

- Hold or attend 2 -3 public engagement events per year, which may include the Fish Parade, annual Town hall
- Attend all Task Force Meetings and participate in necessary communication between meetings
- Rotate leadership responsibilities for meetings, such as agenda formation, facilitation, and note-taking
- Review education and outreach materials
- Outreach to stakeholders through social media, events, and other means
- Participate in the development of a Value Statement and the evaluation and prioritization of potential habitat restoration and climate resilience projects
- Support fellow Task Force members in developing and funding of related habitat and climate projects
- Participate in meetings and communications with official agencies around climate change planning decisions as appropriate

Rocking the Boat is located on the Bronx River adjacent to Hunts Point Riverside Park. For the past 25 years Rocking the Boat participants have been developing pride, purpose, and possibility by learning the unique and lifelong skills behind building and rowing wooden boats, sailing, and restoring the Bronx River. They create community, teach through transformative experiences, and make nature available to everyone, inspiring young people to determine their own future against a backdrop of systemic inequity.

- Hold or attend 2 -3 public engagement events per year, which may free Community Rowing events , other public events
- Attend all Task Force Meetings and participate in necessary communication between meetings
- Rotate leadership responsibilities for meetings, such as agenda formation, facilitation, and note-taking
- Review education and outreach materials
- Outreach to stakeholders through social media, events, and other means
- Participate in the development of a Value Statement and the evaluation and prioritization of potential habitat restoration and climate resilience projects
- Support fellow Task Force members in developing and funding of related habitat and climate projects
- Participate in meetings and communications with official agencies around climate change planning decisions as appropriate

Bronx Children's Museum is located directly on the banks of the Harlem River where it provides high-quality, culturally relevant educational offerings to young children and families in the Bronx.

- Hold or attend 2 -3 public engagement events per year, which may include Public events at the museum such as Sensory Saturdays.
- Attend all Task Force Meetings and participate in necessary communication between meetings
- Rotate leadership responsibilities for meetings, such as agenda formation, facilitation, and note-taking
- Review education and outreach materials
- Outreach to stakeholders through social media, events, and other means
- Participate in the development of a Value Statement and the evaluation and prioritization of potential habitat restoration and climate resilience projects
- Support fellow Task Force members in developing and funding of related habitat and climate projects
- Participate in meetings and communications with official agencies around climate change planning decisions as appropriate

South Bronx Unite brings together residents, community organizations, academic institutions, and allies to improve and protect the social, environmental, and economic future of Mott Haven and Port Morris. It has been active in community mobilization in response to the USACE HATS study, proposing alternate solutions based on their community-envisioned and multi-purpose waterfront plan.

- Hold or attend 2 -3 public engagement events per year, which may include Community envisioning sessions for waterfront and heat map and air quality monitoring.
- Attend all Task Force Meetings and participate in necessary communication between meetings
- Rotate leadership responsibilities for meetings, such as agenda formation, facilitation, and note-taking
- Review education and outreach materials
- Outreach to stakeholders through social media, events, and other means
- Participate in the development of a Value Statement and the evaluation and prioritization of potential habitat restoration and climate resilience projects
- Support fellow Task Force members in developing and funding of related habitat and climate projects
- Participate in meetings and communications with official agencies around climate change planning decisions as appropriate

Bronx Council on Environmental Quality and SUNY Maritime have elected to not receive subawards.

Through the proposed project three additional Task Force members will be recruited from a broad range of local organizations who have a stake in preparing for the changing climate in the Bronx. Emphasis will be placed on incorporating native representation into the Task Force in the interest of benefitting from indigenous knowledge of collective processes and local environmental management. Potential indigenous Task Force members include the Indigenous Urban Collective and a local indigenous consultant with whom the Alliance has worked for several years. Each new member will:

- Hold or attend 2 -3 public engagement events per year

- Attend all Task Force Meetings and participate in necessary communication between meetings
- Rotate leadership responsibilities for meetings, such as agenda formation, facilitation, and note-taking
- Review education and outreach materials
- Outreach to stakeholders through social media, events, and other means
- Participate in the development of a Value Statement and the evaluation and prioritization of potential habitat restoration and climate resilience projects
- Support fellow Task Force members in developing and funding of related habitat and climate projects
- Participate in meetings and communications with official agencies around climate change planning decisions as appropriate

\$2,341 for printing of fliers, meeting materials and visual aids. The Alliance generally uses Staples for printing. This budget line includes foam board posters which cost between \$50-\$100 depending on the dimensions, to be used as visual aids for public education.

Room rental: 6 Task Force Meetings at approximately \$624.33 per event (including 4% inflation) = \$3,746

Total Direct Charges: 3-year total \$911,486

Indirect: 3-year total \$136,161

Utilizing the de minimus 15% indirect rate, the amount is calculated at the full amount of direct expenses \$911,486 minus room rental costs (\$3,746) = \$907,740 * 15% = total indirect \$136,161

Total: \$1,047,647

5. Environmental Results:

Outputs/Timeframe:

- 9 Task Force meetings held with representation of 10 community stakeholder organizations.
Eight Task Force partners are already committed, and two additional members will be recruited during the first quarter of the project, with an emphasis on engaging an indigenous-led organization who will contribute native knowledge on group process and local habitat restoration. In person/virtual Task Force meetings will be held three times a year, with frequent phone/virtual communication throughout the project period.
- 1 Value Statement produced by end of Q4.
- Summary of habitat restoration and climate change projects remaining from other planning processes produced by end of Q9.

- At least 20 projects on the priority list by end of Q12.
- Minimum of 4 in-person meetings with Federal, State and/or Local agencies or commissions to represent Bronx voices in planning. After initial contacts made at the beginning of the project, agency outreach will continue as needed in response to regional planning-processes throughout the project period.
- Minimum of 6 written correspondence to official agencies. The partners will continue to elicit feedback from the public through events over the three-year period, and will continue to amplify Bronx voices as climate change planning processes develop over time.
- Brand Manual, including logo, colors, templates for presentations, flyers, letterhead; 3 press releases issued; Content development and graphic design of engaging communications materials complete; 3 flyers produced, 1,000 of each printed; 3 comment letter templates. Production of initial communications materials will be completed by Q2, with annual review and updates thereafter.
- 1 interactive module; 1 set of visual aids; 1 set of informational posters. Complete in Q2 and available for partners to use in public events.
- 30 Social Media posts. (approximately 75,000 views over three years) Two social media campaigns per year will include Alliance followers amplified by partner outreach to their respective stakeholders.
- At least 24 public events. (average 100 people per event, total 2,400 people engaged). Partners will present educational materials, elicit feedback, and collect video testimonial materials during at least 8 public events throughout each year, including such events as the Bronx River Assembly, the Fish Parade, International Coastal Cleanup, and others.
- 1 feasibility study completed, readying a project for implementation funding.
 - An RFP for the feasibility study consultant will be issued in Q3.
 - The consultant will complete the feasibility study for the first project by Q6. Scope of work will include:
 - Surveys and subsurface evaluation (if the project involves significant disturbance to the soils to know what utilities might be in the area and understand contamination/disposal costs)
 - Conceptual plans of habitat restoration or green infrastructure work (30% design drawings)
 - A report outlining recommendations and major tasks required to implement the project: construction, permits, permissions from property owners, approvals needed, etc.
 - Cost estimation in preparation for grant applications
 - A monitoring plan to collect data on baseline conditions, as well as conditions post-construction.
 - Throughout the rest of the grant period, the Task Force together or individual partners will seek funding for additional preparatory work for capital or habitat restoration projects that have been discussed and prioritized by the group.

Outcomes:

- Bronx CBO's collaborating to amplify community environmental justice concerns to government agencies.

- Bronx CBO's have increased capacity to plan and develop implementation projects and participate in regional planning forums.
- Bronx residents have expanded knowledge of environmental and climate issues impacting their local areas.
- More informed decisions made by government and collaborative planning agencies to benefit the Bronx community.

Future outcomes:

At the end of the project period, firm working relationships will have been established between Task Force partners that will allow the successful development and funding of prioritized habitat and climate projects. A clear path forward will be available for the partners to pursue community objectives for coastal environmental restoration and climate change planning, having developed increased organizational skills. It is hoped that the combined voice of the Bronx Climate Justice Task Force will have contributed to the inclusion of locally generated concerns and solutions in official agency planning for climate change, and will continue to support engagement into the future.

The partnerships established through participation in the Task Force will support the funding and implementation of each organization's individual projects as well as the specific projects prioritized through the Task Force and developed by the Alliance and other organizations over the next few years.

6. CBO Experience and Commitment:

The Bronx River Alliance serves as a coordinated voice for the river, working in harmonious partnership to protect, improve and restore the Bronx River corridor so that it may be a healthy ecological, recreational, educational, and economic resource for the communities through which the river flows. The Alliance, founded via a community-driven movement in 2001, works through six interconnected programs: Ecology, Education, Greenway, Recreation, Outreach, and Foodway.

For years, the Alliance has been monitoring and addressing ongoing environmental issues like chronic water and air pollution that threaten the natural ecosystem and the surrounding communities, as well as extreme climate vulnerabilities from flooding and heat. The Alliance provides a structure through which community representatives and public agencies interact in pursuit of common goals.

The Bronx River Alliance grew out of broad-based community advocacy for the Bronx River and remains deeply embedded in this community; the Alliance is therefore well positioned to lead a process that expands out to the entire coastal waterfront of the Bronx.

7. Programmatic and Managerial Capability and Resources:

The Alliance has years of experience working with partners to implement joint and regional collaborations that prepare it to carry out the proposed project. Brief examples of this work include:

- The 2005 Bronx River Greenway Plan - led to opening 25 new acres of waterfront parkland in the South Bronx that integrated coastal resiliency features (environmental remediation, shoreline renaturalization, saltmarsh reintroduction)

- The 2010 Shoelace Park Master Plan and subsequent projects (greenway upgrade, large-scale GI capital projects installations at 211th 219th, 224th and 228th Streets, three low tech GI features installed by Crew, riparian reforestation, invasives control)
- The 2011 Bronx River Intermunicipal Watershed Management Plan and the current update to IMWP including a climate resilience strategy to be finished in 2024
- Collaborative planning and coalition building efforts as demonstrated by community engagement around the 2015 NYC Long-term Control Plan for the Bronx River and galvanizing community input on the USACE HATS in 2022-2023.

Key Bronx River Alliance staff members who will be overseeing and implementing the proposed project include the Ecology Coordinator, who is leading the Intermunicipal Watershed Management Plan revision, the Director of Programs and Operations, who guides the implementation of all Alliance programs, and the Community Outreach Coordinator, who leads community engagement through public events, volunteerism, and partner development. The Ecology Coordinator and Director of Programs will lead the recruitment and selection of project contractors and supervise the EJ Fellow. The Community Outreach Coordinator will lead the organization and communications around the Task Force activities.

For this project a new position will be created to carry out the majority of implementation responsibilities. The Environmental Justice Fellow will assist with partner communications and Task Force coordination, complete background research on previous Bronx planning processes, guide the creation of educational materials, coordinate meetings with local, state and federal agencies, and supervise the work of the feasibility study consultant. Qualifications for this position that will be prioritized include background in urban habitat restoration, nature-based climate adaptation strategies, and/or environmental policy, strong communication skills, written and oral, and background in environmental justice work.

Bronx River Alliance administrative and program staff have created financial and record keeping systems required for the management of an EPA EJCPS award with a program period beginning 2/1/2024, which will be easily adapted to the administration of the currently proposed project.

Statutory Partner Youth Ministries for Peace and Justice (YMPJ) rebuilds the neighborhoods of Bronx River and Soundview/Bruckner Boulevard in the South Bronx by preparing community members to become prophetic voices for peace and justice. They accomplish this through political education, spiritual formation, youth development, and community development and organizing. One of YMPJ's recent successes includes the Sheridan Expressway campaign. YMPJ's community organizing and campaigning work was instrumental in influencing NYS Governor Andrew Cuomo to allocate \$1.8 billion to the reconstruction of the Sheridan Expressway. This will reduce the amount of truck traffic and allow the community to access crosswalks which will directly connect them to a waterfront park.

Key YMPJ staff members working with the project will be Executive Director David Shuffler who prior to coming to YMPJ ten years ago, worked as the Director of the Initiative for Neighborhood and City-Wide Organizing at the Association for Neighborhood and Housing Development, and Director of Community Organizing Infinitae Speights who in addition to community organizing has worked as a STEAM educator and community horticulturist.

8. Past Performance:

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New York State Department of Environmental Conservation, Environmental Justice Community Impact Grant, ‘Hyperlocal Air Quality Monitoring in the South Bronx’, \$99,995. 1/1/2022 - 12/31/2024. The project has achieved all milestones to date, regarding installation of monitoring equipment, data collection schedules, and educational engagement with community partners and youth. Quarterly reports have been submitted on time and accepted by the DEC.

New York State Department of State, ‘Bronx River Watershed Management Plan Update’, \$245,428. In collaboration with Westchester County Planning Department and the Bronx Borough President’s Office. 9/1/2018 - 8/30/2024

Due to delays in grant contracting, the project activities did not start until March 2022. Several project elements have been completed, including technical studies and initial community engagement activities. Currently underway activities include finalization of a draft climate change evaluation and updated Watershed Management Plan. Quarterly reports have been submitted on time to the satisfaction of Westchester County Planning, who is administering the grant, and the NYS DOS.

National Fish and Wildlife Foundation, Long Island Sound Futures Fund, ‘Bronx River Environmental Enrichment and Leadership for Students (EELS)’, \$91,500.30, 1/1/2023 - 6/30/2024 (EPA funding)

An interim report on project progress (number of students participating, activities, and highlight achievements) and grant spending was submitted and accepted by the donor. Recently, the funder approved a 2-year, \$203,000 renewal grant for the same project (also EPA funding).

NOTE: In October, 2023, the Alliance was awarded a \$500,000 grant through the EPA EJCPS for a regional collaboration with other CBOs around water quality monitoring and community engagement in four Bronx watersheds.

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BRONX RIVER ALLIANCE DECLARATION – EXHIBIT 5-B

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 <p>U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p>Grant Agreement</p>	GRANT NUMBER (FAIN):	96272300	DATE OF AWARD
	MODIFICATION NUMBER:	0	12/13/2024
	PROGRAM CODE:	5F	
	TYPE OF ACTION	New	MAILING DATE
PAYMENT METHOD:	Advance	ACH#	
		20369	
RECIPIENT TYPE: Not for Profit	Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
RECIPIENT: BRONX RIVER ALLIANCE INC 1 BRONX RIVER PARKWAY BRONX, NY 10462-2869 EIN: 75-3001587	PAYEE: BRONX RIVER ALLIANCE INC 1 BRONX RIVER PARKWAY BRONX, NY 10462-2869		
PROJECT MANAGER Christian Murphy 1 BRONX RIVER PARKWAY BRONX, NY 10462-2869 Email: christian.murphy@bronxriver.org Phone: 718-542-4124	EPA PROJECT OFFICER Daniela Ferrera City View Plaza II - Suite 7000 #48 PR-165, EJCEERD-SPCBFB-CBFTAS Guaynabo, PR 00968-8069 Email: Ferrera.Daniela@epa.gov Phone: 787-977-5885	EPA GRANT SPECIALIST Wendy Jie Grants and Compliance Management Branch, MSD/GCMB 290 Broadway, 27th Floor New York, NY 10007-1866 Email: Jie.Wendy@epa.gov Phone: 212-637-3481	
PROJECT TITLE AND DESCRIPTION Uplifting Bronx Voices for Climate Change Resilience See Attachment 1 for project description.			
BUDGET PERIOD 11/01/2024 - 10/31/2027	PROJECT PERIOD 11/01/2024 - 10/31/2027	TOTAL BUDGET PERIOD COST \$ 1,047,647.00	TOTAL PROJECT PERIOD COST \$ 1,047,647.00
NOTICE OF AWARD			
Based on your Application dated 02/09/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 1,047,647.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,047,647.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS		ORGANIZATION / ADDRESS	
U.S. EPA, Region 2, Grants and Compliance Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866		U.S. EPA, Region 2, Environmental Justice, Community Engagement, and Environmental Review Division R2 - Region 2 290 Broadway New York, NY 10007-1866	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Donald Pace - Director	DATE 12/13/2024		

J.A. 0697

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EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 1,047,647	\$ 1,047,647
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 1,047,647	\$ 1,047,647

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.616 - Environmental and Climate Justice Block Grant Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	25125WB034	2226	BSF5	WF	000W57XK1	4140	-	-	\$ 1,047,647
									\$ 1,047,647

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Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 366,509
2. Fringe Benefits	\$ 109,953
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 147,993
7. Construction	\$ 0
8. Other	\$ 287,031
9. Total Direct Charges	\$ 911,486
10. Indirect Costs: 0.00 % Base	\$ 136,161
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,047,647
12. Total Approved Assistance Amount	\$ 1,047,647
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 1,047,647
15. Total EPA Amount Awarded To Date	\$ 1,047,647

Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA) to Bronx River Alliance, Inc. Specifically, the project will establish a Bronx Climate Justice Task Force composed of 10 community organizations to amplify disadvantaged community voices in climate resilience planning. The project will synthesize existing habitat restoration plans, prioritize climate resilience projects, engage with government agencies, and develop educational materials to facilitate community participation in environmental decision-making. Through quarterly Task Force meetings, the creation of a unified Value Statement, and at least 24 public events reaching approximately 2,400 people, the project will ensure meaningful community engagement in climate planning. The Task Force will engage with federal, state and local agencies through at least 4 in-person meetings, complete one feasibility study for a prioritized climate resilience project, and produce multilingual communications materials including community video testimonials. The project aims to break down systemic barriers to community participation and ensure disadvantaged communities in the Bronx have meaningful input into climate resilience and coastal adaptation planning decisions, while supporting partner organizations in developing and funding implementation projects. The activities include convening a Bronx Climate Justice Task Force to synthesize community input, review and compile climate resilience projects from the Bronx River Watershed Management Plan and other Bronx-based plans to advance them towards design phases, and engage with government agencies to coordinate on the evaluation of potential projects. Bronx River Alliance will organize 9 Task Force meetings with 8-10 community organizations, at least 24 public events (average 100 people per event, total 2,400 people engaged), and 12 to 16 meetings with State and Federal agencies (4-6 each year) such as Urban Waters Federal Partnership, DEC Air quality meetings and updates, Climate Justice Working Group, and Climate Action Council. The anticipated deliverables include 9 Task Force meetings with representation of 10 community stakeholder organizations, 1 Value Statement, a summary of habitat restoration and climate change projects from previous planning processes, at least 20 prioritized projects, minimum of 4 in-person meetings with agencies, minimum of 6 written agency correspondences, a Brand Manual with communications materials (3 press releases, 3 flyers with 1,000 copies each, 3 comment letter templates), 1 interactive educational module with visual aids and informational posters, 30 social media posts reaching approximately 75,000 views, at least 24 public events engaging 2,400 people, and 1 completed feasibility study readying a project for implementation funding.

The expected outcomes include Bronx community-based organizations collaborating to amplify environmental justice concerns to government agencies, increased capacity to plan and develop implementation projects and participate in regional planning forums, expanded knowledge among Bronx residents of environmental and climate issues impacting their local areas, and more informed decisions made by government and collaborative planning agencies to benefit the Bronx community. Future outcomes include established working relationships between Task Force partners enabling successful development and funding of prioritized habitat and climate projects, and continued engagement in official agency planning for climate change.

The intended beneficiaries are disadvantaged communities in the Bronx, where 90% of the 1.4 million residents identify as racial or ethnic minorities (largely Latinx and African American), with high levels of poverty (24.4% overall; 36.5% for children) and significant health disparities. These communities face disproportionate environmental burdens and climate risks, including air pollution, flooding vulnerability, and urban heat island effects. The subaward recipients, as members of the Bronx Climate Justice Task Force, will participate in all Task Force meetings with rotating leadership responsibilities for agenda formation, facilitation, and note-taking. Each organization will hold or attend 2-3 public engagement events annually through their existing community programs such as the Fish Parade, Town Halls,

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Community Rowing events, and Community envisioning sessions. Members will review and provide feedback on education and outreach materials while conducting stakeholder outreach through social media, events, and other channels. They will contribute to developing the Value Statement and evaluating/prioritizing potential habitat restoration and climate resilience projects, while supporting fellow Task Force members in developing and funding related initiatives. Organizations will participate in meetings and communications with official agencies regarding climate change planning decisions and engage with federal, state and local planning processes to ensure Bronx voices are represented. Members will also provide input on the feasibility study for a prioritized climate resilience project. The subawards will cover staff time and transportation costs related to these project activities over the three-year period.

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Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

1. Federal Financial Reports (FFRs) (SF-425): rtpfc-grants@epa.gov; Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement.
2. MBE/WBE reports (EPA Form 5700-52A): Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement.
3. Payment requests (if applicable): Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.
4. Quality Assurance documents, workplan revisions, updated workplan milestone target dates, equipment lists, programmatic reports and deliverables: Project Officer for this agreement.
5. All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 11/1/2024 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

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Programmatic Conditions

The recipient agrees to comply with the current EPA Community Change Grants Programmatic Terms and Conditions, available at: <https://www.epa.gov/inflation-reduction-act/epa-community-change-grants-program-terms-and-conditions>

These terms and conditions are in addition to the [General Terms and Conditions](#), additional programmatic terms and conditions, and the administrative terms and conditions included in the EPA award document.

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BRONX RIVER ALLIANCE DECLARATION – EXHIBIT 5-C

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- **Project Title:** Partnership for Urban Waterways in Bronx and Lower Westchester Counties, New York
- **Project Location:** The project incorporates Bronx County and southern Westchester County, New York, including Yonkers and Mount Vernon
- **Applicant Information:** Bronx River Alliance, Inc., 1 Bronx River Parkway, Bronx, NY 10462
Contact: Julia Hitz, Grant Manager, development@bronxriver.org, 646-509-9746
- **Description of Applicant Organization:** The Bronx River Alliance serves as a coordinated voice for the river, working in harmonious partnership to protect, improve and restore the Bronx River corridor so that it may be a healthy ecological, recreational, educational, and economic resource for the communities through which the river flows. BxRA has become a national model for urban open space development by engaging the community in cleaning up the polluted river, restoring wildlife and habitats, creating miles of greenway and parks and drawing thousands of people to paddle the river each year. The Alliance meets its goals through the work of five interconnected programs: Ecology, Education, Greenway, Outreach, and Recreation.
- **Are you applying for the Small CBO Set Aside Track for \$150,000 projects?** No
- **Project Abstract:** The main objective of the project is to work in partnership to gather information about water quality in four rivers (Bronx River, Hutchinson River, Saw Mill River, Tibbetts Brook) in the Bronx/Westchester County, New York region, all environmental justice communities, and empower local residents to use the data to promote remediation of infrastructure and policies to improve water quality and quality of life. The project will enable hiring an Urban Waterways Environmental Justice Fellow recruited from local communities who will work with local stakeholders to carry out pathogen water quality monitoring, additional monitoring of high polluting outfalls identified through the project, and eDNA testing. Data revealing the environmental health of these waterways for people and wildlife will be analyzed and visualized to be accessible and useful to the public. Public education and outreach including community-based macroinvertebrate studies and public events will take place with stakeholders in each community to discuss solutions to regional water quality issues.
- **Environmental Issue – Water Pollution**
- **Project Type(s)** -- monitoring, public education
- **Special Considerations:** The project addresses Climate Change/Disaster Resiliency

• **List of Project Partners --**

Bronx River Alliance, Inc (BxRA), CBO

Save the Sound (StS), CBO

Van Cortlandt Park Alliance (VCPA), CBO

Sarah Lawrence College Center for the Urban River at Beczak (CURB), Education

USGS New York Water Science Center, Government

NYC Department of Environmental Protection, Government

• **Will you need to develop a QAPP for your project? Yes**

b. Environmental and Public Health information of the UnderservedCommunity

This project benefits the underserved communities in the Bronx and Westchester County by empowering local residents to advocate for actions and policies that reduce water pollution. Project activities take a regional approach, taking place both in Westchester and Bronx Counties, benefitting underserved communities in both areas. Much of the pollution enters the waterways in more affluent communities upstream, and has historically negatively impacted the EJ communities downstream.

The project seeks to address the issue of water quality in four of the region's rivers (Saw Mill River, Hutchinson River, Tibbetts Brook, and Bronx River). Water quality indicators for these rivers show that they are not safe for human contact such as swimming and wading. With increased flooding risks as a result of climate change, the human populations will be increasingly exposed to river water, including floodwaters in their communities or even in their own homes. This project will generate data that can be used by municipal authorities to address illicit dumping and infrastructure deficiencies that contribute to poor water quality.

The Bronx: According to the EPA EJSCREEN tool, many communities in the Bronx are within the 70 - 100th percentile for national unemployment rate, while much of the Bronx is in the 90-100th percentile on exposure to Wastewater Discharge. Much of the Bronx ranks in the 80 - 100th percentile in the Demographic Index, with most of the population between 80 - 100th percentile for people of color, 80 - 100th percentile for limited English speakers, and 80 - 100th percentile for having Asthma. Along the Bronx River, communities are between 80 - 100th percentile for percentage of properties at risk for flooding due to climate change, with 95 - 100th percentile around Tibbetts Brook, and 95 - 100th percentile along the Hutchinson River.

According to the CDC, 1,427,317 people reside in Bronx County. The average household income is \$41,470, and 24.4% of residents live below the poverty line. 43.5% of residents are classified as Black, and 45.6% as White, with 55% of the population being Hispanic.

In contrast, in Westchester County as a whole, population 969,296, the average household income is \$101,741. That 7.6% of the population still lives below the poverty line is an indication of pockets of underserved communities, such as Yonkers and Mount Vernon.

Yonkers, Westchester County: Much of the city is in the 80 - 100th national percentile for unemployment rate. Yonkers falls between the 70 - 90th percentiles for exposure to Wastewater Discharge. The city is in the 80 - 100th percentile on the Demographic Index, the 80 - 100th percentile for people of color, 80 - 100th percentile for limited English speakers, and the 60 - 95th percentile for having Asthma. Communities along the Saw Mill River in Yonkers are in the 90 - 100th percentile for percentage of properties at risk for flooding due to climate change.

According to the Center for the Urban River at Beczak, students enrolled in Yonkers Public Schools are approximately 20% white and 80% people of color (62% latinx, 16% black, 5% Asian, 2% multiracial). A distressing 78% of these students are considered economically

disadvantaged. City-wide at least 15% of families live below the poverty level. The Saw Mill does not have any Combined Sewer Overflows (CSO's), but it has dozens of miles of massive sewer trunk lines running beside it, which are prone to leaks. In Westchester County, 65% of all sewage runs along these trunk lines and ends up at the Yonkers Joint Wastewater Treatment Plant. This environmental justice issue not only adversely affects the people of Yonkers, but everyone who wishes to enjoy a clean and healthy Saw Mill River.

Mount Vernon, Westchester County: Much of Mount Vernon is in the 70 - 95th national percentile for the unemployment rate, and falls between the 50 - 90th percentiles for exposure to Wastewater Discharge. The city is in the 70 - 100th percentile on the Demographic Index, between 70 - 100th percentile for people of color, 70 - 90th percentile for limited English speakers, and 90 - 100th percentile for having Asthma. It is in the 80 - 100th percentile for percentage of properties with high flood risk along the Hutchinson River, and properties along the Bronx River in Yonkers are in the 60 - 90th percentile.

Environmental Health Results: The underserved communities along these rivers will benefit from improved river water quality as a result of the project. Environmental and public health impacts of exposure to contaminated river water through recreation or flooding events will be reduced.

Other Factors - Climate and Disaster Resiliency

Climate change is expected to result in an increased number of heavy and extreme wet weather events. Wet weather events have already been seen to lead to flooding in the communities benefited by this project, including devastating flooding on our local waterways from Hurricane Ida in September of 2021. Unfortunately, these types of storms are expected to worsen, increasing the need for resiliency to flooding disasters. The project seeks to mitigate the water quality impacts of flooding by improving the understanding of regional water quality indicators, identifying sewage outfall locations, and helping authorities to act to mitigate infrastructure and pollution problems. With better information and targeted action, the effects of climate change and flooding disasters can be addressed before the environmental and public health impacts worsen.

The Bronx River Alliance is currently developing an Intermunicipal Watershed Management Plan that will incorporate climate change considerations into plans for environmental projects all along the Bronx River. Likewise, Save the Sound is also working on a Watershed Plan for the Hutchinson River.

Water quality data being collected by the partners is being used for the Westchester County Sewer Consolidation Study, which will help the County overhaul the sewer system, helping to improve infrastructure and increase resiliency of the conveyance system and treatment plants. Reducing inflow and infiltration into the system will reduce CSO's and also reduce energy consumption and Greenhouse Gas emissions at the plants from not treating rainwater.

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This project will provide data supporting these and other efforts to increase resiliency to climate change and flooding.

c.Organizations Historical Connection to Underserved Community

The Bronx River Alliance (BxRA) grew out of a legacy of community activism for the river. In 2001, a band of passionate community leaders joined together to realize their vision of a Bronx River as a force for environmental reclamation and community development in the heart of the Bronx. BxRA serves as a coordinated voice for the river, working in harmonious partnership to protect, improve and restore the Bronx River corridor so that it may be a healthy ecological, recreational, educational, and economic resource for the communities through which the river flows. BxRA has become a national model for urban open space development by sustaining community leadership with partnerships with local non-profits, a Team structure incorporating local residents and organizational leaders, and bylaws that state that “the Nominating/Governance Committee will consider, among other factors, the importance of having Directors who live or work in environmental justice communities along the Bronx River.” The Alliance has made intentional efforts to cultivate a board and staff that represent the diversity of the watershed, particularly its EJ communities; as of March 2023, Alliance staff are 82% made up of Black, Indigenous, and People of Color (BIPOC), with a leadership team that is 60% BIPOC. Likewise the Alliance board is 57% BIPOC with a leadership team that is 40% BIPOC.

The Bronx River was once clean enough to be considered for the city’s water supply. However, over the course of a century, it was degraded by residential and industrial pollution to the point of being declared an “open sewer.” Several generations have launched restoration efforts for the river, but until the 1970’s they largely ignored the lower river, particularly in the South Bronx. What resulted was a river of stark contrasts. In fact, it still flows through very affluent towns in Westchester County into urban communities with some of the lowest incomes in America. Cleaning the river is an environmental justice issue, as pollution aggregates as it flows into the South Bronx, where low-income BIPOC communities suffer under many layers of environmental injustices.

The Alliance’s work is participatory in nature, and over 22,000 volunteers have devoted almost 127,000 hours to restoring and enjoying the river, and dozens of local organizations have incorporated river restoration into their work. The Alliance has helped create 26 acres of new parkland and 5 miles of greenway trails near the river. Over 136,000 native plants have been planted as 114 acres of invasive species have been removed, restoring the native ecology. BxRA has engaged community scientist volunteers in water quality monitoring programming for more than seven years (see full description of current efforts to address water pollution issues in Section 4.0 a.), and has been collecting water quality data for twenty years.

The Bronx River Alliance incorporates the community into planning its work and goal setting by recruiting many Board members locally, hiring local staff, and consulting with Ecology, Greenway, and Foodway Teams made up of stakeholders such as residents and representatives from organizations and agencies working in the Bronx. This project was

developed in consultation with our partner organizations, who are also embedded in their local communities. In addition, the Alliance has discussed the project plan and goals with the Ecology Team and elicited feedback representing a wide range of stakeholders.

d. EJCPs Model

1) Issue Identification, Community Vision, and Strategic Goal Setting

The project builds upon the leadership of the partner organizations in their respective communities and their years of experience conducting community science-based water quality monitoring such as that undertaken by this project. For example, BxRA and CURB are part of the Lower Hudson Urban Waters Collaborative, which was formed with the support of an EPA Urban Waters Small Grant. Through this collaboration, member organizations share experiences and combine data resources with the goal of strengthening stewardship and community science capacity. Together with Riverkeeper, CURB and BxRA also held an event in 2019 which elicited feedback and ideas from water quality monitoring volunteers about how to utilize data to take action toward solutions to water quality issues.

The Bronx River Alliance develops its goals through community engagement processes such as quarterly meetings of its Ecology Team, made up of residents and stakeholder organizations. The Alliance is currently engaged in a participatory process in Bronx and Westchester Counties to update the 2010 Intermunicipal Watershed Management Plan, identifying key environmental concerns including water quality and flooding. BxRA is holding three public input meetings this spring about community priorities and is also circulating a digital survey in multiple languages.

Save the Sound's work in environmental justice communities is intentionally collaborative – working to bridge communities and leverage resources to support the leadership of those most impacted by poor environmental quality. StS listens to concerns and needs and develops a holistic approach that can work towards improving water quality while also addressing community needs.

In this project, community groups will play a particularly important role in designing the Education and Outreach activities, beginning from the start of the project and culminating in public activities to encourage advocacy for infrastructure remediation and policy change.

2) Community Capacity Building & Leadership Development

The project builds on long-term community efforts to improve water quality in the respective rivers. Each partner prioritizes the engagement of local residents in volunteer opportunities and community science training including water quality monitoring, and promotes community action to advocate for environmental improvements. The Bronx River Alliance has an existing volunteer and community science program focused around water quality monitoring that can support this initiative.

The project will provide training to local volunteers and hire Urban Justice Fellows from local EJ communities. It will build public trust in the data by incorporating community science participation and providing opportunities to share and discuss the results of the study. It will host

public meetings to engage and nurture leadership of community members, including sharing technical knowledge and providing education around water quality issues with the goal of promoting environmental justice. BxRA EELS Interns (Environmental Enhancement and Leadership for Students), a local youth development project, will use the data as part of their research into environmental issues along the Bronx River.

3) Consensus Building & Dispute Resolution

And 4) Multi-Stakeholder Partnerships & Leveraging of Resources

Each of the partner organizations has been involved in the design and development of the current project through weekly meetings and ongoing email consultations. While some of the partners have worked together before, this is an opportunity for each group to strengthen relationships with the others to pursue a unified regional goal. The partners have discussed and negotiated the strategies and activities of the project to develop a common vision, goals, and objectives. The partners are unified in approving a clear and workable plan to carry out the project and address the environmental issues of shared concern. Each partner is sharing their individual resources to strengthen the project, such as the use of Save the Sound's lab and already approved QAPP to ensure the technical quality of the monitoring data. The agreed-upon organizational structure of the project relies on the Bronx River Alliance's role in administering the grant and managing project activities in regular communication with the partners.

The partners are adept at reaching out to a range of stakeholders to address the issues identified by this project. The Bronx River Alliance utilizes a public/private partnership model in working with NYC Parks Department and has developed collaborations with over 100 local groups. Van Cortlandt Park Alliance (VCPA) built a Coalition for Daylighting Tibbetts Brook, comprising local environmental groups, individual community members, and elected officials who worked together for 20+ years to advocate for daylighting to divert millions of gallons of clean water away from NYC's sewer system. The resulting joint project led by NYC Parks and Department of Environmental Protection is now underway and is the largest Green Infrastructure project New York City has ever undertaken.

5) Constructive Engagement by Relevant Stakeholders

Project partners will engage civil organization stakeholders to participate in the education and outreach activities. The project will identify municipal agencies that can support the efforts of the community to address water quality issues in each watershed. Project participants will be encouraged to engage with governmental representatives to promote infrastructure repairs and policy changes.

In the past, when Van Cortlandt Park Alliance conducted water quality monitoring along Tibbetts Brook within Yonkers, they encountered sightings and readings that gave cause for concern. VCPA brought these to the attention of the City of Yonkers who worked quickly to discover and correct illegal discharges, ultimately improving the water quality for the community.

Similarly, BxRa and CURB have been in close communication with Westchester County municipalities to remediate illicit discharges and broken infrastructure with demonstrated success.

6) Sound Management & Implementation

As detailed in this proposal, the project has clear outcome measures that will contribute to tangible improvements in water quality conditions in the affected communities. Project partner commitments are clearly defined. All activity plans and timelines are clearly defined. The strengths of each partner organization are leveraged to support project outcomes.

7) Evaluation, Lessons Learned & Replication of Best Practices

Project progress will be evaluated in monthly meetings during the monitoring periods. During these evaluations lessons learned will be incorporated to improve outcomes, utilizing a culture of learning in our work. Sample collection and analysis and community participation success measures are clearly defined. Social media and traditional media outreach will share the results of the project. A logic model (attached) was developed as a template for the project plan.

StS's youth engagement work centers around open discussion (and sometimes surveys) with the participants at the end of a given season to help inform how projects could be improved in future iterations. For example, post-program surveys in their 2020 Mount Vernon youth engagement work helped inform, and ultimately change, programmatic methods for 2022 & 2023 field seasons.

e. Project Linkages Briefly describe how the project supports EPA Strategic Plan Goal 2, Objectives 2.1 and 2.2:

The proposed project will provide capacity-building resources to the local communities through educational outreach sharing information about the quality of water in regional rivers, the sources of pollution and agencies responsible for infrastructure improvement and pollution reduction. Local EJ communities can utilize this information to effect changes to reduce environmental impacts of pollution.

The project incorporates environmental justice by focusing on pollution originating in more affluent communities that flows downstream to environmental justice communities. Residents of the EJ communities will be empowered to seek redress and advocate for actions that will improve environmental impacts that disproportionately affect them and will continue to affect them more as the pace of climate change accelerates. This project will provide the steps of an advocacy campaign and a structure to continue it into the future. This first-time partnership formed of four EJ waterways coming together in common cause about water quality is in itself a tangible outcome that will form the basis for future action.

The project reduces the river water quality disparities between more affluent communities and the EJ communities impacted by downstream pollution flows. The project promotes community driven and meaningful involvement in addressing water pollution environmental justice concerns. The project incorporates translation of outreach materials into the main non-English

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language group, Spanish, and also four other languages used locally, such as Arabic, Bengali, French, and Portuguese.

f. Partner and Collaborate

The proposed project includes three community-based environmental organizations, one educational institution, and two government agencies. This mix ensures the integration of regional community stakeholders with the technical expertise needed to meet project objectives successfully.

Partners

Bronx River Alliance, Inc. (BxRA) is a Community Based Organization (CBO) which serves as a coordinated voice for the river, working in harmonious partnership to protect, improve and restore the Bronx River corridor so that it may be a healthy ecological, recreational, educational, and economic resource for the communities through which the river flows. Stakeholders include community residents, especially those living in EJ communities along the river in Bronx and Westchester Counties, as well as NYC Parks and other organizations and agencies working to restore and improve the environment along the river as part of overall community development.

In this project BxRA will carry out the administration of the contract with EPA, participate in regular project meetings, supervise the EJ Fellow, volunteers and other staff who will organize and carry out the water quality sample collection, analyze data, supervise outreach material production, and, in collaboration with partners, execute public outreach activities and events. BxRA brings to the project professional staff for the administration of the grant, over twenty years of experience in water quality monitoring and outreach, and extensive relationships with community stakeholders.

The project represents an important part of the organization's mission by improving water quality of the Bronx River in partnership with other regional entities.

Save the Sound (StS): Save the Sound is a CBO that protects and improves the land, air, and water of Connecticut and Long Island Sound. They use legal and scientific expertise and bring people together to achieve results that benefit our environment for current and future generations. Among other things, StS promotes water quality improvements for the Hutchinson River, which runs through Westchester County through Scarsdale, Eastchester, Mount Vernon, New Rochelle, Pelham, and the Bronx before it empties into the Sound at Eastchester Bay. In this project, StS will incorporate project activities into its current QAPP, recruit volunteers to support sample collection, train Fellows and volunteers in QAPP sampling protocols, participate in regular project meetings, analyze the water quality samples for pathogens, carry out macroinvertebrate sampling, participate in public education and outreach events, promote public awareness through social media, and provide a final report to BxRA detailing participation of staff and community in project activities. StS brings technical expertise and Environmental Laboratory Accreditation Program-qualified lab facilities to the project, as well as experience working with local stakeholders in the Hutchinson River watershed.

Save the Sound has ongoing interest in data collected in the Long Island Sound watershed. The data can help advocate for improvements in the neighborhoods that need it most.

Van Cortlandt Park Alliance (VCPA): The Van Cortlandt Park Alliance, a CBO, preserves, supports, and promotes the recreational, ecological, and historical value of Van Cortlandt Park in the northern Bronx. VCPA has conducted water quality monitoring and has worked to improve Tibbetts Brook and its associated wetlands since 2016. VCPA is currently developing a project to daylight the covered Tibbetts Brook, a body of water that flows from Yonkers into the Bronx in Van Cortlandt Park. Tibbetts Brook is added into the NYC sewer system unnecessarily, so VCPA and other stakeholders are advocating for it to be removed from the sewer system and “daylighted.”

For this project, VCPA will be responsible for: introducing the Ecology Fellow to Tibbetts Brook by providing an initial informational tour, background information, and previous data to determine the best sample locations, participate in regular project meetings, recruit volunteers to assist Ecology Fellow, host MacroInvertebrate Days that will be open to the general public in Van Cortlandt Park, promote this project and share the data collected with the local community via community events, e-blasts, and social media posts, and provide a final report to BxRA detailing participation of staff and community in project activities. VCPA brings working knowledge and experience to this project, along with a connection to the local community.

In addition to promoting community involvement, the proposed project will provide data about Tibbetts Brook water quality that will support the daylighting process.

Center for the Urban River at Beczak, Sarah Lawrence College (CURB): An Education institution, CURB was launched June 2013 as an alliance of Sarah Lawrence College and the Beczak Environmental Education Center. The mission of CURB is to advance environmental knowledge and stewardship by providing high quality K-12 environmental education for the local community, establishing a regional hub for research and monitoring focused on Hudson River estuary and urban watershed issues, and serving as a welcoming open community space for a variety of civic and cultural activities. Since 2015 CURB has been monitoring and conducting research on sewage contamination in the Saw Mill River, a tributary of the Hudson River in southern Westchester County, with a host of partners and community scientist volunteers. For this project, CURB will participate in regular project meetings, engage in recruitment of volunteers to support the Fellow at sampling, carry out Macroinvertebrate study days, work with local organizations to plan public education events, provide stakeholder organizing and training with the Saw Mill River community through public events, develop outreach and education materials with partners, and provide a final report to BxRA detailing participation of staff and community in project activities. CURB brings extensive subject matter expertise to the project, as well as deeply embedded relationships with local stakeholders.

Through this project, CURB supports its mission by highlighting key issues facing water quality in Hudson River tributaries and leading the regional conversation on how to fix them.

USGS New York Water Science Center (NYWSC): A government agency, the New York Water Science Center provides the hydrologic observations, research, and modeling needed for full integration of hydrogeologic, physiochemical, biological, and landscape processes across the freshwater to marine continuum. The NYWSC studies the effects of weather, climate, and man-made influences on groundwater levels, streamflow, and reservoir and lake levels as well as the ecological health of rivers, lakes, reservoirs, watersheds, estuaries, and fish and wildlife. In this project NYWSC will provide technical training to project staff and volunteers and participate in the public education and outreach activities. They bring technical expertise that will enrich the quality of educational outreach activities.

The agency's Interest in the project includes building collaborative partnerships among regional organizations and being able to reach a broad range of public stakeholders to raise awareness about New York water issues.

NYC Department of Environmental Protection (DEP): A government agency, the DEP manages wastewater and stormwater for the city. For this project it will provide information on the location of NYC stormwater infrastructure assets including MS4 outfalls. DEP brings deep knowledge of the existing infrastructure to the project and will support outreach to agencies responsible for implementing infrastructure improvements.

Subawards: Partner subawards to the CBO and Education organizations include compensation for staff time spent on the project over three years as well as costs for watershed outreach activities, and will not result in net profit for any partner. Subawards will be paid in three installments, at the end of each sampling period and after project completion upon receipt of required reporting. Bronx River Alliance has grant management and financial management systems in place to comply with all applicable EPA requirements.

2.0 Project Activities / Milestone Schedule / Detailed

QAPP

Activities:

- Save the Sound will add the project sampling locations for pathogen indicator bacteria and eDNA to their existing EPA approved QAPP and submit the additions for approval, negating the need to develop a separate QAPP for the proposed project.
- QAPP expansion steps include: addition of new pathogen indicator bacteria stations, developing the eDNA sampling standard operating procedure and filling in all data quality objectives associated with this sampling, and listing of the eDNA laboratory with all supporting material.

Objectives:

- All water quality sampling and analyses will be included under an EPA approved QAPP.
- All project water quality data will meet acceptance criteria set forth by the EPA and New York State Department of Environmental Conservation.

Outcomes (metrics): Project QAPP approved by EPA

Pathogen Indicator Bacteria Sampling

Activities:

- Partners will recruit 3 to 4 community volunteers to support the EJ Fellow in sample collection. (Supported by BxRA Volunteer Assistant)
- Save the Sound will train the EJ Fellows and volunteers on QAPP-approved sampling procedures.
- The BxRA Ecology Assistant will drive the project rental car to facilitate transportation of the EJ Fellow (a seasonal employee) and volunteers as needed to the sample sites.
- Water samples will be gathered by EJ Fellow and volunteers:
 - **Bronx River (sampling sites in Westchester County) - 5 samples/ week for 24 weeks over 2 years**
 - The Bronx River, approximately 24 miles long, flows through southeast New York in the United States and drains an area of 38.4 square miles. The river forms the border between the large cities of Yonkers and Mount Vernon, and flows into the northern end of The Bronx, where it divides East Bronx from West Bronx, southward through Bronx Park, New York Botanical Garden, and the Bronx Zoo and continues through neighborhoods of the South Bronx.
 - **Hutchinson River (sampling sites in Bronx County)- 5 samples/ week for 24 weeks over 2 years**
 - The Hutchinson River is a freshwater stream located in the Bronx and Southern Westchester, New York. The river forms in Scarsdale at Brookline Road and flows 10 miles south until it empties into Eastchester Bay in the Bronx.
 - **Tibbetts Brook (sampling sites in Bronx County and Westchester County) - 6 samples/ week for 24 weeks over 2 years**
 - Tibbetts Brook is a 4-mile waterway that begins in Yonkers, flowing into the Bronx where it runs into the New York City sewer system at an opening within Van Cortlandt Park. From there, the water goes into New York City's combined sewer system on Broadway. The project would take place inside Van Cortlandt Park in the Bronx and in Yonkers, where water testing will occur at multiple sites along the brook.
 - **Saw Mill River (sampling sites in Westchester County) - 6 samples/ week for 24 weeks over 2 years**
 - The Saw Mill River is a 23.5-mile tributary of the Hudson River in Westchester County, New York. It flows into Yonkers, where it empties into the Hudson as that river's southernmost tributary. It is the only major stream in southern Westchester County to drain into the Hudson instead of Long Island Sound. It drains an area of 26.5 square miles, most of it heavily developed suburbia.
- All samples will be transported by car to the laboratory at Save the Sound in Larchmont, NY
- Samples will be analyzed for:
 - Pathogen Indicator Bacteria - Enterococci in brackish waters and *E.coli*, and Total Coliforms in freshwater.
- Quality-assured data will be provided to BxRA EJ Fellow for management and analysis

Objectives: To generate water pollution data for comparison along each river and between rivers on a regional level.

Outcomes (metrics):

- 528 pathogen samples collected and analyzed
- 24 community science volunteers trained and assisting with sample collection over 2 years

Outfall Sampling

Activities:

- Based on preliminary Pathogen Sampling data, an average of three storm sewer or combined sewer outfalls on each river will be identified for additional sampling each year (precise locations will depend on need indicated by data).
- Effluent samples will be collected by the EJ Fellow and volunteers at outfalls with active discharge, testing for pathogen indicator bacteria and eDNA when elevated levels are detected.
 - River water samples collected as per QAPP and analyzed at the Save the Sound laboratory for Enterococci.

Objectives: To generate water pollution data to identify outfall pipes with an illicit discharge for remediation.

Outcomes (metrics): 24 outfall samples collected and analyzed

eDNA Sampling

Activities: A subset of pathogen indicator samples where persistent levels exist, seasonal stations, or where deemed necessary on outfall samples will be analyzed for eDNA. Samples will be collected at the same time as pathogen indicator bacteria samples.

- Samples will be analyzed for:
 - eDNA results will include quantification, or nondetect, of a human marker in the water sample. Samples can be collected in fresh or brackish water for this analysis. This type of sampling will only be taken at sites confirmed to have elevated pathogen indicator bacteria to maximize source tracking objective.

Objectives: To confirm whether the origin of pathogen indicator bacteria in water samples is human or non-human and quantify the human marker when present in a sample.

Outcomes (metrics): 8 environmental DNA samples will be collected and analyzed throughout the project cycle.

Data Analysis/ Visualization

Activities:

- Data entry and spreadsheet management by EJ Fellow during sampling periods
- Data Quality Assurance/Quality Control carried out by Ecology Coordinator to check for errors with data entry
- Graphing the spatial distribution of bacterial concentrations and elevated levels of other pollutants along each of the 4 rivers in the study areas
- Data is designed and published as one one-pager for each waterway and one region-wide data sheet by graphic design consultant, including local agency contact information

- One-pagers translated into Spanish

Objectives: Data visualization reveals contaminant levels and sewage/wastewater effluent hotspots along each of the four rivers.

Outcomes (metrics):

- 4 English language one-pagers produced detailing the monitoring results and identifying priority areas for restoration along each of the four rivers based on the project results, and 1 presenting region-wide results.
- 25 translated-pagers (5 languages total)
- Actionable information on steps that need to be taken to restrict/eliminate point sources of pollution included. Watershed residents are encouraged to use the information to call elected officials and agency representatives (contact info listed for each jurisdiction) and demand infrastructure repairs.

Education/ Outreach/ Advocacy

Activities:

- Data will be uploaded to EPA's Water Quality Portal
- Data is additionally made publicly available on water quality websites owned by partners
- Partners work with community groups to develop project educational activities beginning early in the grant period and culminating in the public events (BxRA Community Outreach Coordinator)
- Partners work with local stakeholder groups to help with distribution of one-pagers and outreach to increase meeting attendance
- Three youth-friendly public meetings held in Yonkers, Mount Vernon, and the Bronx with respective watershed residents to raise awareness and encourage attendees to petition agency representatives for action to mitigate pollution in each river
- Social media outreach/campaigns to increase public awareness of the pollution issues and advertise public meetings and call to action
- Promote project and results to mainstream media outlets through press release and outreach

Objectives: An outreach campaign that galvanizes watershed residents to advocate with municipalities to make wastewater infrastructure repairs and adhere to the Clean Water Act.

Outcomes (metrics):

- 3 Community organizations incorporated into outreach event planning
- 3 public meetings with a goal of 50 attendees per meeting (total 150)
- Each partner organization makes at least 3 social media posts (15 posts total).
- At least 1 article published in mainstream media

Macroinvertebrate Days

Activities:

- (Activities will not be included in the QAPP, rather be considered community engagement and education)
- Each waterway-based project partner will organize and carry out one macroinvertebrate study event per river per year, inviting stakeholder participation

- With volunteers from the community, kick nets/leaf packs will be used to sample for macroinvertebrates at sites that provide the most suitable habitat for a diverse array of species. Volunteers wade into each river with staff, collect macroinvertebrates from the water, and identify and count each type of organism.
- Education about macroinvertebrates, water quality, and waterway health will be shared with participants at each event.

Objectives:

- To quantify the health of each river using species diversity as a proxy.
- To engage and educate watershed stakeholders.

Outcomes (metrics):

- 8 macroinvertebrate days held over two years
- At least 160 community members will participate in macroinvertebrate study events

b. Milestone Schedule**Milestone Schedule assuming project start date of October, 2023**

Timeframe	Activity	Description	Responsible
October 2023 - February 2024	QAPP Update	Add additional pathogen indicator bacteria sampling stations and eDNA parameter to existing EPA approved QAPP	StS
April - May 2024 April - May 2025	Volunteer Recruitment	Hiring and training of community volunteers to support sample collection	BxRA, StS, VCPA, CURB
May 2024 May 2025	Water Quality Fellow	Hiring and training of Fellow to organize and carry out sample collection	BxRA
June - August 2024 June - August 2025	Water Quality Monitoring	1) Seasonal pathogen indicator bacteria sample collection and transport to StS lab 2) Outfall sample collection and transport to StS lab 3) eDNA sample collection, processing and transport to certified lab 4) Monthly partner meetings to evaluate progress and procedures and make any needed corrections 5) Data management and quality control	1) BxRA 2) BxRA 3) BxRA, StS 4) BxRA, StS, VCPA, CURB 5) BxRA, StS
September - November 2025	Data Analysis	Data analysis and production of visualized one-pagers	BxRA, StS
April 2024 - September 2026	Public education and outreach	1) Partners work with local orgs to plan education activities 2) Macroinvertebrate days inviting community participation 3) Production and distribution of one-	1) BxRA, CURB, VCPA 2) BxRA, StS, VCPA, CURB 3) BxRA 4) BxRA, StS, VCPA,

		<p>4) pagers</p> <p>5) Organize and carry out public events</p> <p>5) Public education through social media and traditional media</p>	<p>5) CURB, NYWSC BxRA, StS, VCPA, CURB, NYWSC</p>
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c. Itemized Budget Sheet / Budget Narrative - Attached

3.0 Environmental Results – Outputs, Outcomes, and Performance Measures

a. Environmental Results (Logic Model) – Attached

b. Performance Measurement Plan

- 1) The BxRA Executive Director and Director of Programs will oversee the execution of the project to ensure compliance with all project activities and deliverables
- 2) The Project Manager (BxRA Ecology Coordinator) will maintain and update the project milestone plan, meeting monthly with project partners during the sampling season.
- 3) The Project Manager will supervise the EJ Fellow and Ecology Assistant, ensuring that samples are collected as planned.
- 4) Monthly meetings during active project periods including all partners will provide an opportunity to review progress and make adjustments to improve outcomes.
- 5) Project partners will submit a report to the Project Manager at the end of the project, detailing their activities recruiting and supporting volunteers, incorporating the public into macroinvertebrate days, and outreach activities.
- 6) BxRA Grant Manager and Finance Manager will maintain records, oversee and track project spending in accordance with EPA requirements, and submit timely reports.

c. Sustainability Plan and Community Vision

This project supports ongoing water quality monitoring efforts at the BxRA, including Project Water DROP (Detecting River Outfalls and Pollution) which has been working with dedicated community science volunteers to conduct testing along the Bronx River in Bronx and Westchester Counties for more than 7 years. Project data will contribute to the understanding of long-term water quality trends and document progress that has been made through the efforts of the Alliance and other community members to promote compliance with the Clean Water Act. It will be utilized in future outreach to elected officials and state and municipal agencies to promote infrastructure repair and policy changes.

Community residents have a vested interest in continuing water quality improvement efforts on the Bronx River because as the creation and restoration of parklands along the Bronx River have progressed, they have had more opportunities to come into personal contact with the river, including fishing, boating, and other recreational activities. The restoration of natural habitats along the river are supporting the return of wildlife such as American eels, Alewife herring, bald eagles, and even dolphins. Bronx residents are excited and motivated by the rewilding of parts of this highly urban area.

This regional partnership approach to water quality monitoring and community engagement would be applicable to many other watersheds and regions throughout the country.

4.0 Programmatic Capability

a. Organizational Experience related to the proposed project and their infrastructure as it relates to their ability to successfully implement the proposed project.

Organizational Experience with monitoring programs:

The Alliance Ecology Program runs several community science programs aimed at engaging students and community members in the collection of data about the health of the river in order to advocate more effectively for policies and practices that protect the river for wildlife and people. These programs also strive to cultivate a sense of stewardship and ownership of these spaces by community members. The Alliance's headquarters, Bronx River House, contains a basic laboratory for testing samples, and Ecology Program staff is well-practiced in working with volunteers to carry out monitoring programs. The Outreach Program staff help to recruit and manage volunteers and organize public engagement events and activities.

Water quality projects include:

→ *Project WASTE (Waterway and Street Trash Elimination)*

Ecology personnel regularly organize volunteer groups to collect trash from riverbanks and from a trash boom that captures floatable debris entering the Bronx from upstream Westchester County communities. The volunteers not only clean the river, they also record the type and quantity of items collected for analysis and waste-reduction education and outreach.

→ *Project Water DROP (Detecting River Outfalls and Pollutants)*

This project supports Community Science volunteers to monitor water quality at 15 sites along the Bronx River during six months of the year. Data collected over the last ten years allows the Alliance and public agencies to chart changes in the quantity and origins of pollution present in the river water, and targeted testing helps identify and address illicit sewage and chemical dumping sites all along the river's length. New pilots launched recently include microplastics research to investigate the variety and abundance of microplastics along the river, and nutrient loading which will inform the point sources of pollution to the river more precisely.

→ *Unified Water Study*

The Alliance participates in a study across the Long Island Sound to monitor the health of the embayments, particularly in terms of dissolved oxygen. From spring through the fall our team is out on the water at dawn to take and analyze water samples which contribute to this large study of the environmental health of Long Island Sound embayments.

b. Staff Experience / Qualifications of Project Manager (PM)

Program Manager Qualifications:

In this project, the Program Manager will maintain communications with project partners, hire and train the EJ Fellow, supervise the EJ Fellow and Ecology Assistant as they carry out the sampling activities, attend EJ Grantee Networking and Training Workshops, assist in purchasing project materials, lead the analysis of data and work with the data visualization consultant and translator to produce the one-pager education and outreach materials, work with the project partners to assemble a final report with findings and recommendations, collaborate with the Community Outreach Coordinator to organize and lead public outreach events, meet project

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reporting requirements, collaborate with the Communications Assistant to publicize the project, and organize public meetings with stakeholders to share the results of this project.

The Program Manager, BxRA Ecology Coordinator Christian Murphy, has a bachelor's degree in environmental studies with a concentration in Earth systems science. Christian worked as a lab technician at a private fossil dating lab for 2 years, and received 4 months of extensive training to perform field surveys with the U.S. Bureau of Land Management in Western Colorado. The PM has worked in the Bronx community since 2018. As the BxRA Ecology Coordinator, he has 3.5 years of experience organizing and managing community scientists in the collection and lab analysis of pathogen samples from 15 sites along the full length of the Bronx River. Christian helped write an EPA-approved QAPP for the Bronx River's pathogen, nutrients, and detergents monitoring program, Project Water DROP. In addition to recruiting and managing community volunteers, he also mentors 5 to 6 students conducting environmental research on the Bronx River each year and coordinates and leads public meetings to share information on the ecological of the Bronx River and relevant issues up to 6 times a year.

The BxRA Ecology Assistant, Isabella Romano, has a bachelor's degree in Environmental Studies from New York University and performed extensive lab work, data entry, and reporting during her academic career. Isabella brings 4 years of experience organizing and leading hundreds of students and volunteers in virtual and in-person events pertaining to public health at Peer Health Exchange and the Reflect Organization.

The BxRA Community Outreach Coordinator, Victoria Toro, received a Bachelor of Science in Marine Science and Biology from the University of Tampa. In her role Victoria helps connect Bronx River community residents to volunteer programming along the Bronx River and ensures they are widely-publicized and accessible for environmental justice communities. She also maintains frequent lines of communication with dozens of local and regional elected officials and stakeholders on various events and collaborative projects, such as the updated Bronx River Intermunicipal Watershed Management Plan.

c. Expenditure of Awarded Grant Funds -

The project approach, procedures, and controls for ensuring that awarded grant funds will be expended in a timely and efficient manner are described in this workplan. In summary, they include:

- Clearly defined project activities and timeline
- Regular meetings and communication between project partners with evaluation sessions
- Program Manager experience in operating similar programs
- Established reporting procedures for project partners
- Professional BxRA grant and financial management staff with written and board-approved accounting procedures to administer grant spending, record keeping, and reporting
- Weekly BxRA staff meetings to review project progress and quarterly grant reviews to ensure compliance with deliverables and spending goals

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- Project oversight by BxRA Executive Director and Director of Programs

5.0 Past Performance

Hearst Foundation, 'River-Based STEM Education for Students', \$100,000. 7/1/2021 - 6/30/2025

This grant has supported the successful pilot of a new internship program, and has met or exceeded the agreed outcomes. Annual progress reports have been submitted on time to the satisfaction of the donor.

National Fish and Wildlife Foundation, Long Island Sound Futures Fund, 'Project Water DROP', \$49,232.48, 10/1/2021 - 12/31/2022

The project was successfully completed, exceeding proposed outcomes. Interim and final technical reports have been submitted on time to the satisfaction of the donor.

New York State Department of State, 'Bronx River Watershed Management Plan Update', \$245,428. In collaboration with Westchester County Planning Department and the Bronx Borough President's Office. 9/1/2018 - 8/30/2023

Due to delays in grant contracting, the project activities did not start until March 2022. Project elements are being carried out currently, and we are requesting a grant extension beyond 8/30/23 in order to allow sufficient time for community engagement activities. Reports have been submitted on time to the satisfaction of Westchester County Planning, who is administering the grant, and the NYS DOS.

New York State Department of Environmental Conservation, Environmental Justice Community Impact Grant, 'Hyperlocal Air Quality Monitoring in the South Bronx', \$99,995. 1/1/2022 - 12/31/2024.

The project has achieved all milestones to date. Quarterly reports have been submitted on time and accepted by the DEC.

Creatives Rebuild New York, a project of the Tides Center, Artist Employment Program, \$236,400. 7/1/2022 - 7/1/2024. The project has achieved all milestones to date. Reports have been submitted as scheduled and accepted by CRNY.

6.0 Quality Assurance Project Plan (QAPP)

In order for the data produced through this project to be accepted by the EPA and other governmental authorities a QAPP will be required. Because of the participation of Save the Sound in the project, these additional sampling locations and parameter will be added to their existing EPA approved QAPP and submitted to EPA for approval. There will be no need to start from scratch, and the process is anticipated to take no more than 4 months at the start of the project period.

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BRONX RIVER ALLIANCE DECLARATION – EXHIBIT 5-D

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 <p>U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p>Cooperative Agreement</p>	GRANT NUMBER (FAIN):	96229424	DATE OF AWARD
	MODIFICATION NUMBER:	0	09/23/2024
	PROGRAM CODE:	5B	
TYPE OF ACTION		MAILING DATE	
New		09/26/2024	
PAYMENT METHOD:		ACH#	
Advance		20369	
RECIPIENT TYPE: Not for Profit		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
RECIPIENT: BRONX RIVER ALLIANCE INC 1 BRONX RIVER PARKWAY BRONX, NY 10462-2869 EIN: 75-3001587		PAYEE: BRONX RIVER ALLIANCE INC 1 BRONX RIVER PARKWAY BRONX, NY 10462-2869	
PROJECT MANAGER Christian Murphy 1 BRONX RIVER PARKWAY BRONX, NY 10462-2869 Email: christian.murphy@bronxriver.org Phone: 718-542-4124	EPA PROJECT OFFICER Patricia Doyle 290 Broadway Floor 26 , EJCEERD-SPCBFB-CBFTAS New York, NY 10007 Email: Doyle.Patricia@epa.gov Phone: 212-637-4367	EPA GRANT SPECIALIST Calletta Bryan Grants and Compliance Management Branch, MSD/GCMB 290 Broadway, 27th Floor New York, NY 10007 Email: Bryan.Calletta@epa.gov Phone: 212-637-3421	
PROJECT TITLE AND DESCRIPTION Partnership for Urban Waterways in Bronx and Lower Westchester Counties, New York See Attachment 1 for project description.			
BUDGET PERIOD 02/01/2024 - 01/31/2027	PROJECT PERIOD 02/01/2024 - 01/31/2027	TOTAL BUDGET PERIOD COST \$ 500,000.00	TOTAL PROJECT PERIOD COST \$ 500,000.00
NOTICE OF AWARD			
Based on your Application dated 04/07/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 500,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 500,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) ORGANIZATION / ADDRESS	AWARD APPROVAL OFFICE ORGANIZATION / ADDRESS		
U.S. EPA, Region 2, Grants and Compliance Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866	U.S. EPA, Region 2, Environmental Justice, Community Engagement and Environmental Review Division R2 - Region 2 290 Broadway New York, NY 10007		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Donald Pace - Director	DATE		09/23/2024

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EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 500,000	\$ 500,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 500,000	\$ 500,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.306 - Environmental Justice Collaborative Problem-Solving Cooperative Agreement Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	24124WB130	2226	BSF5	WF	000W57XK1	4183	-	-	\$ 500,000
									\$ 500,000

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Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 178,552
2. Fringe Benefits	\$ 48,188
3. Travel	\$ 15,000
4. Equipment	\$ 0
5. Supplies	\$ 14,075
6. Contractual	\$ 34,172
7. Construction	\$ 0
8. Other	\$ 173,514
9. Total Direct Charges	\$ 463,501
10. Indirect Costs: 0.00 % Base	\$ 36,499
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	\$ 500,000
12. Total Approved Assistance Amount	\$ 500,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 500,000
15. Total EPA Amount Awarded To Date	\$ 500,000

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Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act to the Bronx River Alliance. The recipient will train undeserved, diverse students and residents of the Bronx as well as Yonkers and Mount Vernon in Westchester County, New York about water quality issues affecting their community. Through water quality sampling, students and residents will learn about the health of their local ecosystem and its water quality. The project will enable hiring an Urban Waterways Environmental Justice Fellow recruited from local communities who will work with local stakeholders to carry out pathogen water quality monitoring, additional monitoring of high polluting outfalls identified through the project, and eDNA testing. Data revealing the environmental health of these waterways for people and wildlife will be analyzed and visualized to be accessible and useful to the public. Public education and outreach including community-based macroinvertebrate studies and public events will take place with stakeholders in each community to discuss solutions to regional water quality issues. The activities include pathogen water quality monitoring, additional monitoring of high polluting outfalls identified through the project, and eDNA testing. As well as, public education and outreach including community-based macroinvertebrate studies and public events will take place with stakeholders in each community to discuss solutions to regional water quality issues. The recipient will use education and training to increase awareness of how critical environmental issues impact the health of residents and the local ecosystem. The anticipated deliverables include Project QAPP approved by EPA, pathogen samples collected and analyzed, DNA samples collected and analyzed, community science volunteers trained, English language one-pagers produced, 25 translated-pagers (5 languages total), outreach events, public meetings, social media posts and a mainstream media article.

Expected outcomes and outputs are to increase community awareness of the water issues and their potential health effects, educational content for students and community members for both in-person and online. The intended beneficiaries for this project are students and residents of underserved communities in the Bronx and Westchester counties, New York. Bronx River Alliance, Inc will issue subawards under this Cooperative Agreement. Subaward activities will include, project coordination, recruiting and training volunteers on sampling procedures, water quality monitoring, data analysis and public outreach and education.

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Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

1. Federal Financial Reports (FFRs) (SF-425): rtpfc-grants@epa.gov; Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement.
2. MBE/WBE reports (EPA Form 5700-52A): Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement.
3. Payment requests (if applicable): Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.
4. Quality Assurance documents, workplan revisions, updated workplan milestone target dates, equipment lists, programmatic reports and deliverables: Project Officer for this agreement.
5. All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from **02.01.2024** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

Grant Specific Programmatic Terms and Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. This description may include overall best practices and/or lessons learned over the project performance period, and attachments and links for materials that may be helpful to other Environmental Grants recipients or similar organizations (e.g., tip sheets, “how-to” sheets, communication materials, outreach materials, web tools, etc.).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit semi-annual performance reports electronically to the EPA Project Officer within 30 days after the reporting period (every six-month period). The reporting periods are September 30 and March 30.

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance. The final report shall document project activities over the entire project period.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.

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2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

B. EJ Grantee Workshops (Virtual and/or In-Person)

All EJCPS recipients will be required to attend at least one EJ Grantee training workshop hosted by your EPA Region. These trainings will assist all current EPA EJ grant recipients with strategic planning and project management of their grants and/or cooperative agreements, as well as afford recipients opportunities to learn from their peers and other experts. Recipients will need to identify at least one authorized official to participate. Virtual workshops will utilize webinar technology that can be accessed via personal computer. A conference call line will be available for any recipient who doesn't have the technical capability (i.e. slow internet connection) to access the webinar.

Your EPA Project Officer will keep you informed of the dates of the workshops. Each EPA Regional Office will tailor their workshop agenda to the environmental needs and priorities of workshop participants and local communities in the region. Workshops may include a mix of current and former EJ grant recipients, local community stakeholders, other EPA and federal program personnel, and other attendees. Workshop attendees will come together to provide perspective, insight, and lessons learned regarding environmental justice issues plaguing their communities and ways to address them. Recipients will need to identify at least one authorized official to participate. Recipients are permitted to use awarded funds to pay for travel to the workshops.

C. Review and Oversight

1. Products - The recipient agrees that any product (e.g., publication, outreach materials, training manuals) produced through this assistance agreement and made available for public view must be first reviewed by the EPA Project Officer for comment before release. The recipient shall make all final decisions on the product content.
2. Monthly Calls - The recipient shall consult with the EPA Project Officer on a monthly basis in order to obtain input on program activities and products produced. However, the recipient should make all final decisions on project implementation and product content. It is at the EPA Project Officer's discretion to determine any change to the frequency with which calls are held.
3. Prior Approval - Any proposed changes to the project must be submitted in writing to the EPA Project Officer for approval prior to implementation. The recipient incurs costs at its own risk if it fails to obtain written approval before implementing any changes.

D. Post-Project Period Follow-up and Engagement

For no less than one year after completion of the project, recipient agrees to periodically update its designated EPA Project Officer on current community-based and environmental justice work the recipient is performing and how/if that work relates to its now completed EJCPS project. These periodic updates may include (but are not limited to) recent local media reports, additional grant funding received, new initiatives, and developing partnerships. The EPA EJ Grants program is invested in the long-term success of each EJ Grant recipient and its long-term impact on addressing the disproportionate environmental and public health impacts plaguing their communities. These post-project period updates allow the EJ Grants program to provide past recipients with additional guidance about applicable funding opportunities, potential collaborations, and technical assistance that may assist recipients in their future work*. The periodic updates also allow the program to track best practices that lead to greater project sustainability and long-term community revitalization for impacted community residents. The frequency of these periodic updates will be at the discretion of the designated EPA Project Officer and will be discussed with the recipient before the end of the project period. Recipients are also encouraged to continue providing updates and engaging with their EPA Project Officers beyond the additional year after the end of the project.

*NOTE – Compliance with this term & condition will not give the recipient priority during future EPA EJ grant competitions and is not a guarantee for future EPA grant funding.

E. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the

subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

G. Procurement Terms and Conditions

The recipient agrees to conduct all procurement actions under this assistance agreement in accordance with the procurement standards set forth in Title 2 CFR, Parts 200.317 through 200.327, 2 CFR Part 1500 and 40 CFR Part 33. EPA provides additional guidance on complying with these requirements in the Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements which is available at <https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance>. Any costs incurred by the recipient under contracts and/or small purchases that EPA determines to be in noncompliance with EPA procurement standards shall be unallowable for Federal reimbursement.

H. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

I. Quality Assurance Project Plan

The recipient must develop and document quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives.

1. Prior to beginning environmental information operations, the recipient must:
 1. Develop a QAPP for EPA review.
 2. Prepare the QAPP in accordance with the most current version of [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).
 3. Submit the QAPP to the EPA PO at least 60 days prior to initiating data collection, data compilation, or data use.
2. After the recipient's QAPP is approved in writing by the EPA Project Officer (PO) and Quality Assurance Officer (QAO), the recipient agrees to sign and return the QAPP to the EPA PO and others on the QAPP distribution list within 30 days.
 - No environmental data collection, production, or use may occur until the QAPP is reviewed and approved in writing by the EPA PO and EPA Regional QA Manager (RQAM) (or designee), or through authorized delegation under an EPA approved recipient QMP based on procedures documented in the QMP. A copy of the approved QAPPs must be retained with the recipient's official records for this Agreement.
 - The recipient must review their approved QAPP at least annually or as necessary for consistency with the [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).
 - QAPPs may be approved for up to five years or may be updated more often if significant changes take place

J. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Bronx River Alliance, Inc received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

K. Paperwork Reduction Act

Notwithstanding any references to collection of information in the recipient's application or proposal for EPA funding, the scope of work for this cooperative agreement does not include a survey or other information collection of identical information from 10 or more parties. No EPA funds (directly paid by EPA or from the recipient's cost share) may be used for the design or administration of such an information collection, and EPA personnel may not participate in such activities. Reasonable costs for analyzing independently collected information and publishing the results of such information collections are allowable to the extent authorized in the EPA approved budget for this agreement.

L. DURC/iDURC

The recipient agrees to not initiate any life sciences research involving agents and toxins

J.A. 0733

identified in Section 6.2.1 of the *United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern* (iDURC Policy) until appropriate review and clearance by the recipient institution's Institutional Review Entity (IRE). The recipient also agrees to temporarily suspend life sciences research in the event that, during the course of the research project, the IRE determines that the life sciences research meets the definition of DURC in the iDURC Policy, and the recipient agrees to notify the EPA Institutional Contact for Dual Use Research (ICDUR) (DURC@epa.gov) of the institution's determination.

M. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1.) monthly telephone calls and other monitoring,
- 2.) reviewing project phases and providing approval to continue to the next phase,
- 3.) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 4.) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).
- 5.) reviewing and commenting on the programmatic progress reports
- 6.) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).
- 7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

N. Special - Light Refreshments and/or Meals

The approved workplan for this agreement has budgeted funds for light meals and refreshment in the amount of \$1,200 for a three-year project during workshop, expos and events. However, because the specific details and components of the food costs for the planned events have not been described in the workplan, the recipient must obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals to be served at each workshop or meeting. The recipient shall send the request for approval to the EPA Project Officer, EPA Grants Specialist and the Region2_GrantApplicationBox@epa.gov at least 45 days prior to the scheduled event. The request should include all of the information stipulated in EPA's Programmatic General Term and Condition titled, "Light Refreshments and/or Meals." (See link to the General Terms and Conditions applicable to this award provided in the Grant-specific Administrative Conditions above.)

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SUSTAINABILITY INSTITUTE, ET AL v. TRUMP

2:25-CV-02152-RMG

CLEANAIRE NC DECLARATION
EXHIBIT 6

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

The Sustainability Institute, et al.,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States, et al.,

Defendants.

Civ. No. 2:25-cv-02152-RMG

DECLARATION OF GERALD L. BABAO, CLEANAIRE NC

I, Gerald L. Babao, declare as follows:

1. My name is Gerald Babao, and I live in Lancaster, South Carolina. This declaration is based on my personal knowledge and professional education and experience. I am over the age of eighteen and suffer from no legal incapacity. I submit this declaration in support of CleanAIRE NC, which is one of several grant recipients affected by the federal grant pause.

2. CleanAIRE NC is a 501(c)(3) nonprofit organization that works to protect the health of all North Carolinians by pursuing equitable and collaborative strategies to address air pollution and fight climate change. We fight for a cleaner North Carolina through policy advocacy, litigation, education, community organizing, and innovative partnerships. Our programs include Community Science AirKeepers (a community science initiative that trains volunteers to use air quality monitors to collect data on air pollution in North Carolina), Health Advocates, Environmental Justice, and the NC Climate Ambassadors Program. We engage in various forms of advocacy, including educating the public and collaborating with policymakers to ensure all North Carolinians have access to clean air.

3. I am the Deputy Director for CleanAIRE NC. I have worked at CleanAIRE NC for just over seven years. I lead and monitor CleanAIRE NC's internal operations, working closely with the Executive Director on strategy execution and overseeing organizational programs and activities. We represent thousands of people from communities across North Carolina.

4. CleanAIRE was awarded a \$500,000 Environmental Justice Collaborative Problem-Solving (EJCPs) grant on June 2, 2024. The EJCPs Program provides funding to address local environmental or public health issues in a collaborative manner with various stakeholders such as communities, industry, academic institutions, and others.

5. This grant is intended to reduce energy costs, create jobs, and implement critical energy projects for communities across North Carolina.

6. For example, the North Mecklenburg Air Monitoring Network project entails an Air Monitoring Cluster Network in four impacted communities across North Mecklenburg to address health impacts associated with air pollution. We are focused on the communities of Huntington Green (Huntersville, NC), Pottstown (Huntersville, NC), Smithville (Cornelius, NC), and West Davidson (Davidson, NC). Residents have begun collecting air quality data through the cluster network and partake in CleanAIRE NC's AirKeeper Academy, engaging in the Healthy Air Education Series, Clean Air Advocacy Training, and Maps and Apps session.

7. However, as of January 29, 2025, CleanAIRE NC has been unable to make drawdown requests for funding under the EJCPs Program. EPA uses the ASAP.gov system to quickly and securely transfer money to recipient organizations.

8. I have spent many hours over the last few weeks trying to ascertain the status of the funds. As of March 19, the EJCPs grant does not appear in the ASAP.gov system.

9. In early March 2025, we were notified that regional EPA offices are being downsized and that our assigned project officer was terminated.

10. Our only substantive communication with EPA about our grants was an email earlier this month when an EPA representative asked if we had any recent success in drawing down funds. We responded that we do not have access to our EJCPs funds and that the award is not reflected in the ASAP.gov system. We have however not received a response from EPA to our follow-up email.

11. Our inability to access our funds and the uncertainty about when we will be able to rely on the funds becoming available have forced us to adjust our workplans. I have had to spend many hours in meetings with staff and directors to respond to this budgetary uncertainty.

12. If funds remain frozen, we will have to make difficult staffing decisions, including layoffs. We will lose critical programmatic personnel, including our Health Manager, Environmental Justice Manager, Community Science Manager, and all subawards in partnership with our community. CleanAIRE NC may also be forced to used funds from our “rainy day” fund to keep our staff funded by these grants on payroll.

13. Over the past few weeks, the funding pause has caused many staff members to shift their focus from their programmatic work to monitoring and responding to the whirlwind of executive and EPA actions related to our grants.

14. Normally I oversee business operations of the organization, but lately, my time has been redirected to managing the emotional fall out among my staff. My staff have expressed struggling with anxiety, fear, and uncertainty about the future of the organization and programs for the North Mecklenburg Air Monitoring Network. This degree of stress is harmful to job performance, productivity, and the overall sense of belonging among our staff and partners.

15. As a result, we have had to fund programs that focus on mental health, including hiring an environmental licensed clinician social worker to assist our staff with stress reduction. We are also offering more mental health days for our employees during this time of increasing uncertainty.

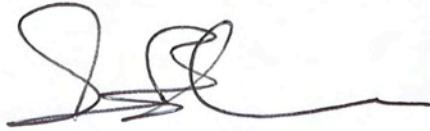
16. Further, we are concerned that if funding continues to be withheld, we will experience programmatic delays that will ultimately disrupt our long-standing relationships with our community and partners. We are fearful of government retaliation or loss of funding to our other programs for joining this litigation. Eventually, the funding pause will frustrate the pursuit of our mission.

17. The injury to CleanAIRE NC and its interests would be redressed by an order from this Court granting the Plaintiffs the relief they have requested.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States, the foregoing is true and correct.

Executed this 24 day of March 2025.



Gerald L.Babao

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**CLEANAIRE NC DECLARATION
EXHIBIT 6-A**

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Date Filed 03/26/25

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WORKSPACE FORM

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This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

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OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	EPA-R-OEJECR-OCS-23-01
Opportunity Title:	ENVIRONMENTAL JUSTICE COLLABORATIVE PROBLEM-SOLVING (EJCPS) COOPERATIVE AGREEMENT PROGRAM
Opportunity Package ID:	PKG00279168
CFDA Number:	66.306
CFDA Description:	Environmental Justice Collaborative Problem-Solving Cooperative Agreement Program
Competition ID:	
Competition Title:	
Opening Date:	01/10/2023
Closing Date:	04/14/2023
Agency:	Environmental Protection Agency
Contact Information:	Office of Environmental Justice and External Civil Rights Burney.Jacob@epa.gov, Burrell.Omari@epa.gov

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01071967
Application Filing Name:	CleanAIRE North Carolina
UEI:	W7YGH485JJR3
Organization:	CLEANAIRE NORTH CAROLINA
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	4.0
Requirement:	Mandatory
Download Date/Time:	Apr 11, 2023 01:54:01 PM EDT
Form State:	No Errors

FORM ACTIONS:

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OMB Number: 4040-0004
Expiration Date: 11/30/2025**Application for Federal Assistance SF-424**

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	<input type="text"/>
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify): <input type="text"/>
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	<input type="text"/>
* 3. Date Received: <input type="text"/> Completed by Grants.gov upon submission		4. Applicant Identifier: <input type="text"/>
5a. Federal Entity Identifier: <input type="text"/>		5b. Federal Award Identifier: <input type="text"/>
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text"/> CleanAIRE North Carolina		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/> 57-0462653		* c. UEI: <input type="text"/> W7YGH485JJR3
d. Address:		
* Street1: <input type="text"/> 933 Louise Avenue, Suite 499	Street2: <input type="text"/>	
* City: <input type="text"/> Charlotte	County/Parish: <input type="text"/>	
* State: <input type="text"/> NC: North Carolina	Province: <input type="text"/>	
* Country: <input type="text"/> USA: UNITED STATES		
* Zip / Postal Code: <input type="text"/> 28204-2147		
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/> Ms.	* First Name: <input type="text"/> Kerstan	
Middle Name: <input type="text"/>		
* Last Name: <input type="text"/> Ryan		
Suffix: <input type="text"/>		
Title: <input type="text"/> Philanthropy Director		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text"/> 704-307-9528, ext. 110		Fax Number: <input type="text"/>
* Email: <input type="text"/> kerstan@cleanairenc.org		

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Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:** Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:** Environmental Protection Agency**11. Catalog of Federal Domestic Assistance Number:** 66.306

CFDA Title:

 Environmental Justice Collaborative Problem-Solving Cooperative Agreement Program*** 12. Funding Opportunity Number:** EPA-R-OEJECR-OCS-23-01

* Title:

 ENVIRONMENTAL JUSTICE COLLABORATIVE PROBLEM-SOLVING (EJCPS) COOPERATIVE AGREEMENT PROGRAM**13. Competition Identification Number:**

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment Delete Attachment View Attachment*** 15. Descriptive Title of Applicant's Project:** North Mecklenburg Air Monitoring Network

Attach supporting documents as specified in agency instructions.

 Add Attachments Delete Attachments View Attachments

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Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

12

* b. Program/Project

12

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="500,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="500,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?** a. This application was made available to the State under the Executive Order 12372 Process for review on b. Program is subject to E.O. 12372 but has not been selected by the State for review. c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)** Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: Completed by Grants.gov upon submission * Date Signed: Completed by Grants.gov upon submission

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WORKSPACE FORM

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Contact Information:	Office of Environmental Justice and External Civil Rights Burney.Jacob@epa.gov, Burrell.Omari@epa.gov

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01071967
Application Filing Name:	CleanAIRE North Carolina
UEI:	W7YGH485JJR3
Organization:	CLEANAIRE NORTH CAROLINA
Form Name:	Budget Information for Non-Construction Programs (SF-424A)
Form Version:	1.0
Requirement:	Mandatory
Download Date/Time:	Apr 11, 2023 01:54:27 PM EDT
Form State:	No Errors

FORM ACTIONS:

BUDGET INFORMATION - Non-Construction Programs**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds			New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)	
1. North Mecklenburg Air Monitoring Network	\$ 500,000.00	\$	\$	\$	\$	\$	\$ 500,000.00
2.							
3.							
4.							
5. Totals		\$ 500,000.00	\$	\$	\$	\$	\$ 500,000.00

OMB Number: 4040-0006
Expiration Date: 02/28/2025
Standard Form 424A (Rev. 7-97)
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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY	Total (5)
(1)	(2)	(3)
		(4)
North Mecklenburg Air Monitoring Network		\$ 240,000.00
a. Personnel	\$ 240,000.00	\$ 240,000.00
b. Fringe Benefits	\$ 20,000.00	\$ 20,000.00
c. Travel	\$ 18,000.00	\$ 18,000.00
d. Equipment	\$ 63,160.00	\$ 63,160.00
e. Supplies	\$ 7,840.00	\$ 7,840.00
f. Contractual	\$ 102,000.00	\$ 102,000.00
g. Construction		
h. Other		
i. Total Direct Charges (sum of 6a-6h)	\$ 451,000.00	\$ 451,000.00
j. Indirect Charges	\$ 49,000.00	\$ 49,000.00
k. TOTALS (sum of 6i and 6j)	\$ 500,000.00	\$ 500,000.00
7. Program Income	\$ _____	\$ _____

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. North Mecklenburg Air Monitoring Network	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]
9.	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
10.	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
11.	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
12. TOTAL (sum of lines 8-11)	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	2nd Quarter	3rd Quarter	4th Quarter	
13. Federal	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	
14. Non-Federal	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	
15. TOTAL (sum of lines 13 and 14)	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. North Mecklenburg Air Monitoring Network	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	
17.	[redacted]	[redacted]	[redacted]	[redacted]	
18.	[redacted]	[redacted]	[redacted]	[redacted]	
19.	[redacted]	[redacted]	[redacted]	[redacted]	
20. TOTAL (sum of lines 16 - 19)	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:	[redacted]				
22. Indirect Charges:	[redacted]				
23. Remarks:	[redacted]				

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1.0 PROGRAM OBJECTIVES

A. Project Summary Page

Project Title: North Mecklenburg Air Monitoring Network

Project Location: Huntington Green, Huntersville, NC 28078; Pottstown, Huntersville, NC 28078; Smithville, Cornelius, NC 28031 and West Davidson, Davidson, NC 28036

Applicant Organization: CleanAIRE North Carolina (CANC)

Address: 933 Louise Avenue, Suite 499, Charlotte, NC 28204

Primary contact: Kerstan Ryan, 704.307.9528, Ext. 110, Kerstan@CleanAIREnc.org

Brief Description of Applicant Organization: Our mission is to advocate for the health of all North Carolinians by pursuing equitable and collaborative solutions that address climate change and air pollution. We recognize health impacts from air pollution and climate change disproportionately affect low-income and communities of color and contribute to existing health disparities. We fight for a cleaner North Carolina through policy advocacy, litigation, education, community organizing, and innovative partnerships. Our programs include Community Science AirKeepers, Health Advocates, Environmental Justice, and the NC Climate Ambassadors Program.

Are you applying for the Small CBO Set Aside Track for \$150,000 projects? No

Project Abstract: CleanAIRE NC, in partnership with North Mecklenburg community-based nonprofit Letha's 1Stop Shop and North Mecklenburg Economic Mobility Collaborative, will establish an Air Monitoring Cluster Network in four impacted communities across North Mecklenburg to address health impacts associated with air pollution. Our work will be focused on the communities of Huntington Green (Huntersville, NC), Pottstown (Huntersville, NC), Smithville (Cornelius, NC), and West Davidson (Davidson, NC). Residents will collect air quality data through the cluster network and partake in CleanAIRE NC's AirKeeper Academy, engaging in the Healthy Air Education Series, Clean Air Advocacy Training, and Maps and Apps session. CleanAIRE NC will also work with local CBOs, Atrium Health, and the Mecklenburg County Health Department to train Community Health Workers as lead AirKeepers and conduct a Health Impact Assessment with Lake Norman Community Health Clinic, Mecklenburg County Health Department, Atrium Health and North Carolina State University. A major goal of the Health Impact Assessment will be the Mecklenburg County Health Department's inclusion of environmental justice parameters in its 2027 Community Health Assessment Survey.

Project Type(s): Air Monitoring, Public Health, and Climate Education

Special Considerations: Climate Change/Disaster Resiliency and Health Impact Assessments

Environmental Issue: Air Quality

List of Project Partners: Letha's 1Stop Shop (CBO); Pottstown Heritage Group (CBO); Smithville Community Coalition (CBO); North Mecklenburg Economic Mobility Collaborative (CBO); Atrium Health (Healthcare); Lake Norman Community Health Clinic (Healthcare); North Carolina State University (Academic); Caterpillar Ministries (Faith-Based); Mecklenburg County Health Department (Local Government); Mecklenburg County Air Quality (Local Government); Town of Davidson (Local Government)

Will you need to develop a QAPP for your project? Yes.

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B. Environmental and Public Health Information of the Underserved Community

In 2014, a Harvard study found the Charlotte-Mecklenburg metropolitan area to have the lowest upward mobility rate of the 50 largest urban areas in the country. Concerned citizens in the four municipalities in North Mecklenburg County recognized that they faced distinct challenges but were outside the geographic focus of proposed interventions identified by County initiatives.

The tri-municipality region of North Mecklenburg involves the towns of Davidson, Cornelius, and Huntersville, categorized as “small municipality and metropolitan, suburban” community types. Below are the characteristics of the population in the region and our target communities:

	Tri-Municipality Region	Target Communities
Population	107,894	10,391
Age: <18/19-64/Over 65	25%/61%/14%	25%/61%/14%
Sex M/F	51%/49%	50%/50%
Race/Ethnicity W/B/H	81%/10%/7%	60%/19%/17%
Economically disadvantaged (Household median income<\$50K)	6.7%	36%

Aging housing stock, high energy burdens, inadequate transportation, elevated rates of illness, poverty, and other factors mean residents in the target communities are especially vulnerable to the effects of air pollution and climate change. The four impacted communities bearing the burden of climate and health inequities in North Mecklenburg are Huntington Green, a primarily Latinx community; Pottstown, a historic Black community created post-slavery; and the communities of West Davidson and Smithville, which are also historic Black communities.

Further exacerbating health and environmental disparities in the community is COVID-19. A 2020 study from Harvard University showed that people living in places with high fine particulate matter air pollution are 15 percent more likely to die from COVID-19 than those living elsewhere. Among deaths not connected to outbreaks at long-term care facilities in Mecklenburg County, nearly 3 in 4 were non-White, with 40 percent being non-Hispanic Black. These disparities are primarily driven by higher rates of underlying chronic conditions that increase the risk of severe complications due to COVID-19 infection among these communities.

What are the environmental/public health issue(s) that the project seeks to address?

Our project aims to address the chronic disease health impacts associated with air pollution and climate change. The top five leading causes of death in North Carolina are cancer, heart disease, accidents, COVID-19, and stroke. Diabetes is ranked seventh, and studies have linked air pollution, particularly PM2.5, to all causes except accidents. PM2.5 invisible particles travel through the respiratory tract into the lungs and move through the cardiovascular system, causing many health effects. Studies have shown PM2.5 also affects neurological conditions like dementia and Alzheimer's and maternal and child health outcomes like preterm birth. Pollution sources locally are from transportation, industrial facilities, landfills, and an asbestos Brownfield site. According to the Mecklenburg County Health Department, the mortality rate for heart disease in minorities is 1.4

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times higher than for Whites. The mortality rate for diabetes in minorities is 3.0 times higher than for Whites.

Climate change is a threat multiplier exacerbating health disparities, specifically in low-income communities of color. Extreme heat increases the effects of the urban heat island, causing increased cases of heat-related illnesses among children, the elderly, and outdoor workers. Higher temperatures can also contribute to an increase in ground-level ozone. Reducing air pollution in these neighborhoods will also reduce carbon emissions.

Using the EPA EJScreen Index tool, we calculated the percentile of North Mecklenburg residents exposed to higher-than-average levels of PM2.5, Ozone, NATA Diesel PM, NATA Cancer Risk, NATA Respiratory HI, Traffic Proximity, Lead Paint Indicator, Superfund Proximity, Hazardous Waste Proximity. On average, the impacted North Mecklenburg areas have higher exposure across all EJ metrics than more affluent surrounding areas in the Tri-Municipality communities (Figure 1).

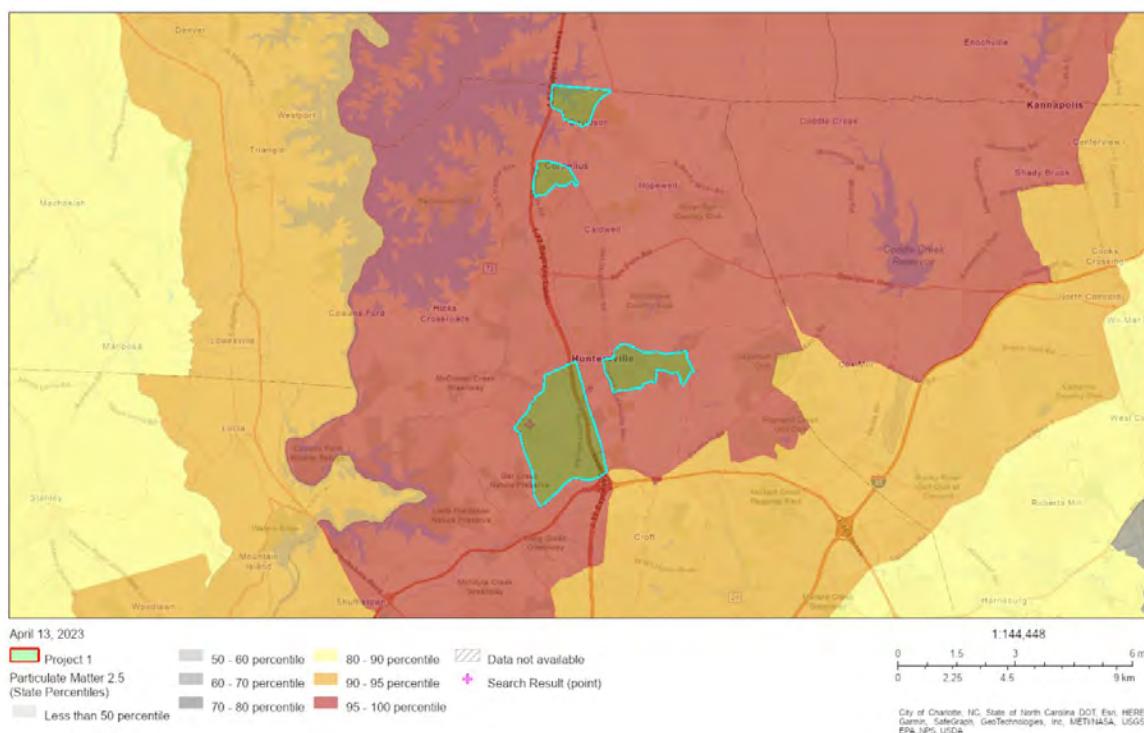


Figure 1. EJScreen 2023 map of census blocks that include the communities of Pottstown, Huntington Green, Smithville, and West Davidson, indicating high (displayed in red) percentiles of PM2.5 exposure.

Residents in the North Mecklenburg Environmental Justice (EJ) communities have vastly different experiences than the surrounding affluent area, which results in higher exposure to pollutants and more significant impacts on their health (Figure 1).

What are the environmental/public health results the project seeks to achieve, and how will the underserved community benefit from those results?

The environmental/public health results we expect to achieve are improved air quality and a reduction in resident exposure to air pollution and climate change effects. Collaboration with residents and other stakeholders will result in a heightened community awareness in which residents

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understand the challenges that air pollution and climate change represent and are empowered to advocate for policies and initiatives that address the needs of their community. Through the AirKeeper Academy, residents of the four communities will learn from local health experts in the Healthy Air Education Series about how air pollution and climate change affect chronic diseases, including a community-requested session on mental health. Through this education series, residents will be better informed to make decisions that protect their health.

A second educational component of the AirKeeper Academy is the Clean Air Advocacy Training. This training includes an Environmental Justice Tour, which will provide information about the location of pollution sources and tools residents can use to increase their engagement in air permitting and zoning decisions. The goal of clean air advocacy is to reduce emissions from existing sources and decrease the number of permitted facilities to minimize cumulative impacts. In addition, learning how to use community benefits agreements to negotiate reductions in air pollution with businesses will empower residents to take control of environmental justice issues affecting their neighborhoods. Ultimately, our goal for this project is to improve health outcomes and increase residents' understanding of the health harms of air pollution.

The third component of the AirKeeper Academy is called "Maps and Apps." This session will focus on how individuals and organizations can use innovative mapping tools and applications to collect environmental health data to advance health and equity solutions. Participants will learn about major web tools such as the national EPA EJScreen, the CDC EJ Index, and the Council on Environmental Quality's Climate and Economic Justice Screening Tool. Importantly, CANC is currently funded (Windward EJ DataFund, as listed in Section 5) to create a customized data dashboard for North Carolina, with the intent that all air monitoring data from this EPA CPS proposal will be accessible through what will be called the CANC "AirKeeper Dashboard." The AirKeeper Dashboard will be a repository of historical and real-time measurements of PM2.5 (in North Carolina) and will provide communities, nonprofits, and regulatory agencies a tool to access, understand, and communicate environmental data alongside geographic data such as the proximity of an EJ community to nearby stationary sources of air pollution, proximity to roadways, and other features such as the number of homes and schools in the vicinity of any sensor. The AirKeeper Dashboard is expected to be completed by the end of 2024.

As part of this project, CANC will conduct a Health Impact Assessment (HIA). The HIA seeks to encourage the Mecklenburg County Health Department's inclusion of environmental justice parameters in its 2027 Community Health Assessment Survey (CHAS). The CHAS is a published public health report that identifies environmental justice impacts and priority areas that will reduce health disparities in environmental justice communities. CleanAIRE NC's HIA assesses how creating a hyperlocal cluster network of air monitors in impacted communities can inform, support, and advance public health programming efforts to promote environmental justice. The four communities, Huntington Green, Pottstown, Smithville, and Cornelius, are low-income communities of color with a higher burden of chronic diseases due to social and environmental determinants of health, such as air pollution. By collaborating with multidisciplinary partners, this HIA will produce a final recommendations report to support public health and advocacy actions in EJ communities.

C. Organization's Historical Connection to Underserved Community

In 2016, CleanAIRE NC launched our AirKeepers program to educate and train residents in the Historic West End of Charlotte, a former red-lined community surrounded by two interstates and industrial sources. Between 2017 and 2022, the AirKeeper Program spread statewide as we deployed PurpleAir sensors in rural and urban areas collecting PM2.5 data for community use and scientific

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research and informing stakeholders. Based on a comprehensive analysis of that network by Eastern Research Group in 2021, CANC made a strategic shift to concentrate larger networks of monitors in counties with environmental justice communities suffering from cumulative impacts of air pollution. Since PM2.5 can be localized or travel long distances, the concentration of multiple monitors will allow impacted communities and our partners to identify trends of disproportionate exposure in environmental justice communities and provide solutions for reducing the impacts on human health. We have also expanded our AirKeeper engagement and training programs to involve residents in clean air advocacy and to build local groups' capacity through our AirKeeper Academy.

Since 2022, CANC has partnered with the North Mecklenburg community of Pottstown to better understand and digest local readings of particulate matter due to community concerns about local polluting sources, such as asbestos and particulate matter. This includes stationary and permanent monitoring sites within the community and mobile monitoring where community residents could take CANC's Community Science Manager throughout the neighborhood to identify potential areas of hotspot pollution. Our Community Science Manager has also attended community meetings to learn from residents about air pollution concerns, as well as the health, viability, and future of the Pottstown neighborhood, in the context of the future development of "Pottstown Park," the 31 acres now owned by Mecklenburg County. CANC continues to work with Pottstown to educate and engage with elected officials and other key stakeholders in discussions about the future of the Pottstown Community.

In early 2023, CANC connected with the North Mecklenburg Economic Mobility Collaborative (NMEMC) through our work with Carolina Advocates for Climate, Health, and Equity (CACHE). CACHE was formerly CANC's Medical Advocates for Healthy Air (MAHA) initiative, launched as an independent clinician-led organization in 2021. NMEMC was interested in working with CANC as part of their Healthy People Healthy Carolinas grant from The Duke Endowment. Specifically, NMEMC was interested in having CHWs trained as AirKeepers.

Community Driven Participation,

Three of the four impacted North Mecklenburg Communities are historic Black neighborhoods that have existed since the late 1800s and have organized periodically to face community challenges such as segregation and fair housing. All four communities are located in a relatively wealthy region of Mecklenburg County. Therefore, they face unique pressures associated with encroaching development and relatively high living costs, especially housing. Recent community organizing has focused on revitalizing neighborhoods to address these challenges head-on, preserve their communities and advocate for themselves effectively. In particular, the Smithville community has successfully implemented a revitalization plan that has received substantial American Rescue Plan Act funding from Mecklenburg County and philanthropic foundations to support their efforts spurring the recent formation of the Lake Norman Community Development Corporation.

Buoyed and inspired by the success of Smithville, Pottstown has successfully advocated for the preservation of the Waymer Center, a historic school, to receive county funding for a park on that site. Members of the West Davidson Community actively participate in town citizen boards addressing Racial Equity, Affordable Housing, and Sustainability. They have organized to raise concerns over a Brownfield site in their community located on the grounds of a former asbestos plant. Huntington Green, as a Latinx community, faces the additional challenge of undocumented residents but has formed a cohesive community served by Caterpillar Ministries. Primarily in recognition of the hard work these communities have done to organize and advocate, the communities and organizations that serve them have received grants from the United Way and The

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Duke Endowment in recent years. These resource partners have stressed the importance of community-led collaborations and community capacity building. These collaborations have stimulated the communities to seek opportunities to build upon their foundation.

In this spirit, the communities approached CANC to seek EPA EJCPS funding to bolster their community-led collaborations with resources to address environmental injustices. They recognize the increased resiliency and synergy resulting from diverse resources employed within a collaborative framework. The EPA EJCPS collaborative framework will foster the sharing of strategy and resources within these four communities necessary to successfully take on complex challenges that could overwhelm any of the communities alone. The community-led approach will harness this strength in numbers with shared resources to address the particular challenges faced by each community, building structures, capabilities, and capacities required to address more challenges in the future.

D. EJCPS Model

Our project in North Mecklenburg County will focus on five of the seven EJ Collaborative Problem-Solving Model Elements:

Issue Identification, Visioning, and Strategic Goal-Setting

This element was completed before the grant when the four communities identified that air quality and climate change are issues impacting resident health. The communities' vision to monitor air quality was established alongside other faith, government, and healthcare stakeholders. By coordinating 11 stakeholders, strategic goal-setting was enacted to create a cluster monitoring network (15-20) monitors across the four EJ neighborhoods in North Mecklenburg. In addition to the monitoring network, residents requested clean air education and advocacy training that they and locally-based CHW will complete through the AirKeeper Academy.

Community Capacity-Building and Leadership Development

Parts of this element have been started, and the rest will be accomplished during Year 1 of the grant. After identifying the issue of poor air quality, community members and relevant stakeholders have taken steps to educate themselves and research the connection between health outcomes and exposure to pollution. During Year 1, the focus will be on Community Engagement to source community concerns. This also includes working with technical expert CleanAIRE NC to determine the best locations to place air sensors to measure PM2.5 levels. In the latter half of Year 1, community members and CHWs will enroll in the AirKeeper Academy educational sessions to become AirKeepers.

Development of Multi-Stakeholder Partnerships and Leveraging of Resources

This element has been cultivated as the four impacted CBOs have established working relationships with all the CPS partners. During the grant, stakeholders will work together to develop a comprehensive plan where each partner understands their role and responsibilities clearly, including one another's strengths, and where they can leverage resources to address project needs. Working collaboratively on this plan will ensure clarity of common vision, goals, objectives, strategies, and actions among the partnership.

Constructive Engagement with Other Stakeholders

This element will be accomplished during the grant. With eleven partners, several stakeholder groups are represented. Three are government entities. One is a municipality (Town of Davidson), and the others are county agencies (Mecklenburg County Air Quality and Mecklenburg County Health

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Department). We will leverage their technical assistance, information, and organizational capacity and raise EJ concerns for long-term solutions and eventual policy change. Our academic partner (North Carolina State University) will contribute to research and Healthcare, faith-based, and partners will assist with elements of the planned HIA. The remaining CBOs will leverage community relationships and engage residents in the grant project activities.

Evaluation, Lessons Learned, Replication of Best Practices

Due to the nature of the element, this step will be conducted during the grant cycle. After every grant activity, stakeholders will convene to evaluate project progress and suggest improvements to ensure grant objectives are being met and community needs are being served. Stakeholders will be encouraged to give real-time feedback, but a SWOT analysis will also be conducted to capture information. At the end of the grant, an air quality monitoring report and an HIA report with recommendations will be created.

E. Project Linkages

The North Mecklenburg Air Monitoring Network supports EPA Strategic Plan Goal 2, Objective 2.1 (Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels) by bringing together several impacted communities and other essential stakeholders to address long-term EJ concerns. These concerns have directly impacted residents' quality of life and economic mobility due to their historical exclusion from federal, state, and local initiatives. This project allows those communities to interface with government entities and share their concerns and solutions to the problems that will uphold and honor the Civil Rights Act of 1964's protections and agreements. Partner CBOs will work with the Town of Davidson to inform their Climate Action Plan. This will also provide CBOs with a framework to approach Huntersville and Cornelius, NC, municipalities to address air quality and environmental concerns.

This project will initiate operations at a local level, leveraging pre-existing relationships between the impacted communities and the community-based organizations and local governments that serve them. Local partners have linkages with statewide networks positioned to expand impact by replicating successful approaches. In addition to CANC, statewide climate and health networks such as the North Carolina Community Health Worker Association, CACHE, and the North Carolina Area Health Education Centers have the capability to disseminate successful local EJ approaches. Additionally, the North Mecklenburg Air Monitoring Network program is intrinsically tied to key NC Executive Orders like EO 271, EO 246, and EO 80. By implementing the Advance Clean Truck initiative, covering medium/heavy duty trucks; increasing the percentage of zero-emission vehicles to 30% sold by 2030 and 100% by 2050; and a general focus on increasing zero-emission vehicles like cars and pick-up trucks should improve overall air quality and reduce health impacts.

F. Partner and Collaborate

This grant proposal provides a strong network for building capacity and working toward environmental community change. This project is directed and informed by the four impacted communities that have historically been excluded from decision-making for their neighborhoods. By leveraging the resources and expertise of the eleven stakeholders from academia, healthcare, local government agencies/ municipalities, and faith-based organizations, we have secured the necessary collaboration to ensure community concerns are heard and solutions are set in motion for long-time positive results. We are confident that our goal to collect hyper-local air quality data and educate residents on the impacts of pollution and climate change will inform public health policy changes to improve community health outcomes.

Project Narrative | North Mecklenburg Air Monitoring Network**Letha's 1Stop Shop (CBO)**

Letha's 1Stop Shop will manage the community engagement activities, recruit community scientists, known as AirKeepers, and facilitate residents' participation in CANC's AirKeeper Academy. Letha's 1Stop Shop will serve as the community voice for this initiative connecting residents with local and state agencies, elected officials, health professionals, and other faith-based communities. Letha Smith runs Letha's 1Stop Shop single-handedly, serving her community by helping her neighbors overcome hardships, poverty, and social injustices by connecting them with necessary resources. Letha researches and identifies available resources and has built partnerships with local nonprofits, faith-based organizations, and academia to tackle larger issues such as food shortages, healthcare access, and homelessness. As a resident of West Davidson, Letha is committed to improving the quality of life of her neighbors and ensuring everyone in her community has access to equal and equitable resources. To maintain and sustain this relationship in the future, CANC will work with Letha's 1Stop Shop to ensure all North Mecklenburg residents interested in air quality monitoring have the opportunity to learn more about the issues and become AirKeepers. As lead community partner Letha's 1Stop Shop will receive a sub-grant for her community organizing work and qualifies for funding due to her CBO status.

Pottstown Heritage Group (CBO) and Smithville Community Coalition (CBO)

Representing two impacted communities, Pottstown Heritage Group, and Smithville Community Coalition, bring people power and community organization to this grant. They will contribute to this project by recruiting AirKeepers from their community to host low-sensor air monitors and encourage residents to engage in education and advocacy trainings through the AirKeeper Academy. These partners are vested in the project because their communities are impacted by poor air quality and higher rates of chronic disease. They are committed to funding solutions to improve their communities quality of life. CleanAIRE NC plans continued engagement with these communities and to serve as a resource for not only community science and health but also an advocate for advocacy and policy changes. Each of these communities will receive a \$15,000 stipend for their work to organize community residents and service as key stakeholders. As CBOs, they are compliant with the funding requirements for this grant.

North Mecklenburg Economic Mobility Collaborative (CBO)

NMEMC is a locally based organization with experience developing and managing multi-stakeholder collaborations and leveraging resources to address complex local challenges. Recognizing that economic immobility is a multideterminant problem, NMEMC has organized its efforts as a backbone organization as described by Stanford's Center for Social Information and has developed a health-centered community of practice that can be leveraged to engage in building community capacity to address environmental injustice. NMEMC is a community-led volunteer organization. Within NMEMC's health community of practice are members with backgrounds in clinical medicine, health systems strengthening, community, and public health. These members will participate in this project, providing locally informed subject matter expertise. NMEMC participates in various local, multi-stakeholder collaborations and recognizes that success in addressing complex challenges requires a holistic, inter-collaboration perspective to realize synergies and economies of scale. As such, the success of each collaboration hinges on cooperation and coordination. As complex challenges wax and wane, the local multi-stakeholder relationships required to address these challenges have the potential to strengthen over time. Employing collaboration-based problem-solving is an important relationship-strengthening strategy. When stakeholders experience constructive engagement in problem-solving, they are likely to learn from this experience and bring their lessons to address new or different complex challenges. NMEMC will receive a sub-award for assisting with Element 4 of the EPA EJCPs model.

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Atrium Health (Healthcare)

Atrium Health is one of the largest vertically integrated health systems in the U.S. and the largest healthcare provider in Mecklenburg County. As part of this project, Atrium Health will provide data support and incorporate project metrics in ongoing Community Health Impact Assessment work for the four impacted communities utilizing hyper-local air quality data collected during this program. Atrium Health is vested in this project because it complements existing initiatives they spearhead in North Mecklenburg. Atrium Health is an established partner of CANC through their support of the annual health conference. With Atrium's recent expansion across the state of NC and commitment to social and environmental health outcomes, we envision new collaborations in the future.

Lake Norman Community Health Clinic (Healthcare)

LNCHC will support and engage in the grant, specifically the assessment and recommendations section for the HIA. They will share depersonalized clinical data to support public health processes, including efforts to reduce health disparities and identify gaps in health programming. LNCHC is vested in this work because they provide clinical services to uninsured and low-wealth families, primarily from Huntington Green, for chronic disease prevention and maintenance. CANC's Health Program plans on continued partnership with LNCHC to engage clinicians in advocacy efforts and build healthy air initiatives for Huntington Green.

North Carolina State University (Academia)

Dr. Zhen Qu, an Assistant Professor at North Carolina State University, specializes in understanding sources of greenhouse gas (methane) and air pollutants. She will contribute technical assistance to this grant, specifically with the HIA. Dr. Qu's research focuses on outcomes and emission understanding through modeling. She will apply an atmospheric sensitivity model to quantify how emissions from each surrounding region and specific human activities (e.g., power plants, on-road transportation, industry, etc.) lead to air pollution-associated premature death and adverse health impacts in the North Mecklenburg community. Dr. Qu is interested in this partnership because she can connect directly with EJ communities and learn about their concerns. As the state's lead air quality advocacy organization, CANC will maintain a relationship with Dr. Qu through our Community Science program.

Mecklenburg County Health Department (Local Government)

MCHD is the local public health organization for Mecklenburg residents. For this project, they will continue their involvement in the Healthy Air Education Series leading course sessions. They will also engage their Community Health Worker Initiative in grant activities by promoting the series and CleanAIRE NC's AirKeeper Academy. Additionally, they will support CleanAIRE NC's Health Impact Assessment by sharing population health metrics to inform, support, and promote public health efforts in impacted North Mecklenburg communities. MCHD is vested in this work because, at this time, they offer few interventions for North Mecklenburg residents as it is not deemed a priority health area. MCHD will also benefit from HIA research providing the necessary data to include environmental justice parameters in their 2027 Community Health Assessment. CANC will maintain a long-lasting relationship with MCHD as we expand the AirKeeper Academy to other priority health communities across Mecklenburg and advocate for an EJ section in the County health assessment.

Mecklenburg County Air Quality (Local Government)

MCAQ serves as the county's regulatory agency for air quality. MCAQ will serve as a resource and partner in elevating potential regulatory programs based on data outcomes to reduce emissions.

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MCAQ will contribute to regulatory agency education around permitting, zoning, and other regulatory processes and be a contact point for community members regarding these processes. MCAQ has partnered with CleanAIRE NC since 2017 to address health impacts in underserved communities in other areas of Mecklenburg County, specifically Charlotte's Historic West End. This partnership established a permanent fine particulate matter EPA regulatory sensor after community monitoring data was collected and shared with the agency. CleanAIRE NC will continue to work with MCAQ to establish future cluster monitoring networks across the county. MCAQ will not receive a sub-award from this grant.

Town of Davidson (Local Government)

The Town of Davidson will support and engage in the grant specifically with EJCPS Element 4: Multi-Stakeholder partnerships and Leveraging of Resources as one of the stakeholders. They aim to integrate this effort with plans to develop a Climate Action Plan and, in their work seeking certification in the LEED for Cities and Communities program. They will also support the local CBOs in navigating the complexities of local government and the best ways to make meaningful changes at the local level. CleanAIRE NC will continue to work with the Town of Davidson, specifically its Sustainability team, as they navigate climate action in NC.

Caterpillar Ministries (Faith-Based Organization)

Caterpillar Ministries is a grass-roots nonprofit/non-denominational Christian organization that serves the North Mecklenburg community of Huntington Green in Huntersville, NC. Caterpillar Ministries will support and engage in the grant, specifically with Element 4: Multi-Stakeholder partnerships and Leveraging of Resources. They will assist local community-based organizations with AirKeeper recruitment and community engagement in the AirKeeper Academy courses for the Huntington Green Community. CANC looks forward to a stronger partnership with Caterpillar Ministries in our work with this project and other initiatives, including our Greening Our Faith Communities Summit. This summit is an opportunity to unite the voices of faith in the calling for climate solutions and a low-carbon future. In lieu of Huntington Green having an established CBO, Caterpillar Ministries will receive a sub-award from this grant to support residents from the community.

2.0 Project Activities / Milestone Schedule / Detailed Budget Narrative

A. Project Activities

Community Engagement: To fully engage interested residents during this 3-year project, we will work with Letha's 1Stop Shop, Pottstown Heritage Group, Smithville Community Coalition, and Caterpillar Ministries (Huntington Green) to source community concerns. CANC will administer the grant and has requested a full-time employee in the budget to assist current CANC Program Managers and Letha's 1Stop Shop with grant activities. The CANC Project Coordinator will support Letha's 1 Stop Shop with all aspects of community engagement and will work with her and the other communities to develop a community engagement plan. Initial engagement activities include organizing orientation sessions to hear from residents about local air pollution concerns and related health impacts. 20 AirKeepers will be recruited from the impacted communities via the orientation sessions, with the intent that they will be responsible for maintaining air monitoring for the duration of the project. Residents interested in joining the new Community Air Monitoring Advisory Council will be identified throughout this process, including scientists and other relevant community stakeholders. The Project Coordinator will support the deployment of the PurpleAir monitors and assist Letha's 1Stop Shop with scheduling monthly meetings for AirKeepers during the first 16 months of the project. AirKeepers will hear from scientists, health professionals, and other resources at monthly meetings to advance learning. The AirKeeper Academy courses are key components that

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will be implemented to build the capacity of Huntington Green, Pottstown, Smithville, and West Davidson AirKeepers and residents.

Air Monitoring, Data Collection, and Analysis (PurpleAir, Modulair, AirBeams): PurpleAir's PA-Flex sensors are deployed to a specific location and are powered via a wall outlet. The data are uploaded via wifi to an open-access server maintained by PurpleAir. The PA-Flex reports real-time PM2.5 concentrations and Volatile Organic Compound (VOC) gas concentrations. PurpleAir PM2.5 data has been repeatedly vetted by scientists as a reliable, low-cost measurement, and CleanAIRE NC has collaborated with academic and government scientists on these verification projects. The PurpleAir VOC measurements are experimental and new, so they do not yet have a deep verification process.

QuantAQ's Modulair sensors are deployed to a specific location and are powered via solar. The data are uploaded via cellular data to an open-access server maintained by QuantAQ. The Modulair-PM reports real-time PM1, PM2.5, and PM10 concentrations for particles between 0.35 µm and 40 µm in size. Modulair reports the same as Modulair-PM but also includes measurements of the gas concentrations of Carbon Monoxide, Nitrogen Oxide, Nitrogen Dioxide, Ozone, and Carbon Dioxide. There is strong evidence that Modulair data provides a very reliable measurement of PM1, PM2.5, and PM10, but the price of the Modulair sensors is about 10x the price of PA-Flex.

HabitatMap's low-cost AirBeam3 is a portable, hand-held sensor designed to connect real-time measurements of PM2.5 concentration with the immediate vicinity of the individual user. The PM2.5 data is transmitted from the AirBeam3 to the mobile AirCasting App, which displays a map of the real-time PM2.5 on, for example, a smartphone. Because the AirBeam3 reports PM2.5 in an individual's immediate space, the devices can interactively pinpoint PM2.5 hotspots by literally walking a path with the AirBeam3 from one location to another.

Fixed location air monitoring with the PA-Flex and Modulair devices will be conducted starting in Year 1 after six months of initial community engagement activities and after deployment locations are identified. Data from the PA-Flex sensors will be immediately available through the PurpleAir online mapping system and from the Modulair sensors via the QuantAQ online mapping system. CANC is currently funded (Windward EJ DataFund, as listed in Section 5) to create a customized data dashboard for North Carolina, and the intent is that all PA-Flex and Modulair data from this EPA CPS proposal will be accessible through the CANC "AirKeeper Dashboard" when it is finalized in 2024.

AirBeam3 mobile monitors will be used in Year 3. CANC will establish an AirBeam3 Lending Library to engage K-12 students in the four EJ communities. Students will work in teams using the AirBeam3 to collect air pollution data and then study the results via the AirCasting App. Topics of investigation include experiments related to local pollution sources like idling school buses and more general air quality and weather projects in the classroom. Throughout this process, and in tandem with both the PA-Flex and Modulair data and the on-going CANC creation of the AirKeeper Dashboard, the CANC Community Science Program team will work with the teams and individuals on data interpretation.

Before collecting data, CANC will work with US EPA Region 4 staff to develop an approved Work Plan and Quality Assurance Project Plan (QAPP) for all monitoring activities. The plans will be shared with all partners.

Project Narrative | North Mecklenburg Air Monitoring Network

AirKeeper Academy: this hybrid educational and advocacy program includes three session topics that will be held for residents in year two of the grant period. All AirKeeper Academy Training will be held in English and Spanish.

The Healthy Air Education Series will feature public health classes customized for North Mecklenburg residents. Courses will include COVID-19 and Chronic Diseases, Maternal and Child Health, and Pollution and Mental Health. We will work with partners from Mecklenburg County Health Department, Lake Norman Community Health Clinic, Mecklenburg County Air Quality, and Letha's 1Stop Shop to develop workshop materials and recruit participants. Local physicians serving the community will lead the Healthy Air Education sessions. The education series will increase participants' knowledge about air quality's impact on specific health issues. The classes will also increase understanding of air pollution in North Mecklenburg, increase enthusiasm for reducing emissions, and encourage participants to take action to protect their health.

The Clean Air Advocacy Training and EJ Tour will cover topics for residents interested in learning how to advocate effectively for a cleaner environment and better health. Training topics include Air Quality 101, a history of air quality monitoring in Mecklenburg County, and a primer on permits and zoning taught by county staff. Each session will cover tools residents can use to determine the location of pollution sources in their community and resources to increase engagement in air permitting and zoning decisions. Participants will also learn how community benefits agreements can be used to negotiate reductions in air pollution with local polluting entities. The EJ Tour will show residents sources of pollution in the community.

The Maps and Apps Training will teach participants how to use the AirKeeper Dashboard and existing mapping tools such as the EPA EJScreen, EJ Index, and Climate and Economic Justice Screening Tool to advocate for stronger environmental and public health protections. Participants will also learn how to find and understand data on exposure, access data on pollution from both regulatory and personal sensors, and how local air monitoring around their homes can lead to stronger policies and programs around air quality.

Health Impact Assessment: The HIA will be ongoing for all three years of the grant. Year 1 will consist of reviewing secondary data sources, including the Mecklenburg County Health Department Community Health Assessment Surveys (2019/2023) to confirm baseline health data that may support comparison activities in and between communities. This will provide a clear Health Profile of North Mecklenburg. In Year 2, Lake Norman Community Health Clinic and Atrium Health will provide supplemental data, including depersonalized clinical health indicators, to assess and evaluate health behaviors and outcomes changes for patients who completed the AirKeeper Academy training in Year 1. In year 3, we will incorporate all data from hyper-local air monitoring, AirKeeper Academy training, and Dr. Qu to prepare a final analysis and recommendation report that evaluates improvements to patient health and disease management.

Community Health Worker (CHW) Training: One CHW will be recruited (four in total) from Huntington Green, Pottstown, Smithville, and West Davidson. The four CHWs will complete the AirKeeper Academy in Year 1. After completing the Academy, CHWs will be deployed in their respective communities as Lead AirKeepers, where they will provide solutions for the educational, advocacy, and connectivity needs of the communities in which they live. CHWs are lay members of the community who often work with health professionals to reduce health disparities in underserved communities. CHWs are currently employed by health systems in Mecklenburg County and local CBOs and clinics. MCHD provides workforce development services and funding resources through

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its Community Health Worker Initiative and Stakeholder Advisory Committee. CHWs are increasingly recognized as essential healthcare workforce members and can improve health outcomes and quality of life for people in poor, underserved, and diverse communities. We will train additional CHWs through the MCHD CHW Initiative and Atrium Health in Year 2.

B. Milestone Schedule

Activities/Milestones	Year 1	Year 2	Year 3	Key Groups Responsible
Community Engagement	X			CleanAIRE NC, Project Stakeholders (CBOs, Government, Faith-Based, Healthcare)
AirKeeper Academy Healthy Air Education Series	X	X		CleanAIRE NC, MCHD
AirKeeper Academy Clean Air Advocacy Training	X	X		CleanAIRE NC, MCAQ
AirKeeper Academy Maps and Apps Training	X	X		CleanAIRE NC, MCAQ
Air Monitoring/ Data Collection PurpleAir PA-Flex (fixed location)	X	X	X	CleanAIRE NC
Air Monitoring/ Data Collection QuantAQ Modulair (fixed location)	X	X	X	CleanAIRE NC
Air Monitoring/ Data Collection AirBeam3 Monitoring (mobile monitoring)			X	CleanAIRE NC, 20 AirKeepers from the Communities
Health Impact Assessment	X	X	X	CleanAIRE NC, NC State, Lake Norman Community Health Clinic, Atrium Health, MCHD

Project Narrative | North Mecklenburg Air Monitoring Network

Community Health Worker Training	X	X		CleanAIRE NC, Letha's 1 Stop Shop, Caterpillar Ministries, Atrium Health, MCHD CHWI
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C. Itemized Budget Sheet / Budget Narrative: Submitted as an Attachment

3.0 Environmental Results – Outputs, Outcomes, and Performance Measures (Logic Model)

A. Environmental Results (Logic Model): Submitted as an Attachment

B. Performance Measurement Plan

In addition to yearly quarterly check-in meetings with all stakeholders, CANC Staff will evaluate the effectiveness of program activities by assessing participant learning and assessing participant engagement through qualitative (informal and formal interviews) and quantitative (number of registrants, pre/post-session surveys, number of installations) metrics detailed in the table below.

Output/Outcome	Measurement Strategy	Timeframe
Engaged participants in the AirKeeper Academy	Number of registrants and attendees	Attendance during Year 1 and 2 sessions
Health Air Education Series: Increased knowledge about air quality's health impact, interest in reducing emissions, protecting health	Survey to determine change in knowledge	Pre/post-session
Clean Air Advocacy Increased knowledge of city zoning and county air permitting processes	Survey to determine change in knowledge	Pre/post-session
Maps and Apps: Increased usage of mapping tools for personal health decisions	Follow-up survey	3-month post-session
Engaged participants in the AirKeeper Academy	Number of registrants and attendees	Attendance during Year 2 sessions
A better understanding of North Mecklenburg air pollution sources	Installation and data analysis of Purple Air Monitors in North Mecklenburg	Monthly data summary reports
Increased enthusiasm, interest, and engagement in protecting air quality and public health in North Mecklenburg	Informal interviews with session participants	Conducted throughout the sessions

Project Narrative | North Mecklenburg Air Monitoring Network

<p>HIA Increased patient self-efficacy regarding the management of their chronic health condition, increased knowledge of the connection between air pollution and their health; Change in health behavior (using AQI data to inform health behavior decisions);</p> <p>Changes in Clinical Health Indicators (blood pressure, blood sugar, asthma hospitalization)</p>	<p>Pre-Survey and Post-Survey to measure changes in knowledge, attitude/self-efficacy, and health behaviors</p> <p>Depersonalized Electronic Health Records (Epic EHS)</p>	<p>Conducted before and after completion of the Healthy Air Education Series</p>
<p>Data from HIA will be used to inform Mecklenburg County Health Department's 2027 Community Health Assessment Survey</p>	<p>Community survey responses & Hyperlocal Air Monitoring Data</p>	<p>Conclusion of grant cycle</p>

C. Sustainability Plan and Community Vision

Many initiatives in North Mecklenburg address singular issues such as affordable housing, food deserts, transportation, and healthcare access. With increasing climate change and the expectation that air pollution will increase due to transportation emissions, the North Mecklenburg Air Monitoring Network provides an opportunity to address these issues through an environmental health lens and implement sustainable solutions that lead to various co-benefits. This project is taking place alongside other important work in the four communities, including a Revitalization Plan in Smithville, creating a multi-acre green space in Pottstown, and funding for community-led projects from The Duke Endowment Healthy People Healthy Carolinas and the United Way Staying in place grants already underway. Developing a cluster air monitoring network aligns with these and other planning initiatives to promote inclusive and equitable economic development, affordable housing, and job creation. By investing in local community members to become AirKeepers and supporting community health workers in these communities with environmental health and justice capabilities, the impact of this program will extend long beyond the 3 years of funding. The sustainability of this program is inextricably tied to community capacity and ownership, both intentionally strengthened through the North Mecklenburg Air Monitoring Network's approach. The project stakeholders engaged in this project will advocate for sustainable solutions to improve public health with the Health Impact Assessment's goal of having the Mecklenburg County Health Department include environmental justice indicators in the next Community Health Assessment for 2027. CleanAIRE NC is thrilled that the North Mecklenburg Air Monitoring Network is expanding the existing cluster monitoring network model already established in Charlotte's Historic West End and soon-to-be Sampson County through funding from the EPA.

4.0 Programmatic Capability

A. Organizational Experience

Founded in 2002 by a group of passionate Charlotte volunteers determined to improve the region's air quality, which was in non-attainment for ground-level ozone, CANC expanded statewide in 2010 and has earned a reputation as the leading North Carolina air quality advocacy organization. Our team of twelve is driven to advance our mission to advocate for the health of all North Carolinians by pursuing equitable and collaborative solutions that address climate change and air pollution.

Project Narrative | North Mecklenburg Air Monitoring Network

We view all program work and policy initiatives through the lens of health as it's impacted by air pollution, climate change, and environmental justice. Our staff has specialized experience in public health, air quality and energy policymaking, community science, education, and organizing. In addition to our team, we have a dedicated Board of Directors, including health and science professionals committed to advancing equitable solutions to environmental injustices. Our Health and Community Science programs have Advisory Boards comprising university health and science professors and researchers, practicing and retired clinicians, and state and national citizen science leaders. Our main office is in Charlotte, where we have worked for 20 years to develop strong relationships with local government, the nonprofit sector, and underserved communities.

B. Staff Experience / Qualifications of Project Manager (PM)

Daisha Wall is the Community Science Manager at CANC and will serve as Project Manager. Daisha has a rich community science, environmental justice, and community engagement background. She was also CANC's first Environmental Justice Manager, where she established the foundation for the program and worked with the Historic West in Charlotte to create their Green District. In her current role, she manages a statewide network of volunteer air quality monitoring hosts, including recently established cluster air monitoring networks in EJ communities. She provides technical resources and support for researchers, policymakers, health professionals, and educators to advance CANC's mission. Daisha holds a Master of Science in Environmental Policy from Johns Hopkins University and a Bachelor of Science in Sustainable Development from Appalachian State. Daisha has also obtained a graduate certificate in Geographic Information Sciences (GIS); she uses the skills learned to reach communities further and identify patterns of inequity.

Amanda Strawderman is CANC's Environmental Justice Manager. They developed a passion for environmental justice through working with impacted communities facing threats to drinking water from various polluting industries. Amanda will lead the Clean Air Advocacy session and the Environmental Justice tour for this grant. They will also provide expertise and content for the Maps and Apps session in the AirKeeper Academy. Amanda holds a Bachelor of Science in Geography (GIS and Environmental Studies) from James Madison University and a Master of Science in Sustainability from Lenoir-Rhyne University-Asheville.

CANC's Health Manager, Emily Wolfe, manages strong partnerships with health professionals through the Health Program and signature conference, NC BREATHE. The CANC Health Program has engaged with North Mecklenburg communities to advise on health education, and this position will be leading the Health Impact Assessment research for this grant. She will also lead the Healthy Air Education Series, using community-based health education about environmental linkages to chronic disease. Emily is a Licensed Clinical Social Worker; holds a Bachelor of Fine Arts from The University of North Carolina at Greensboro and received her master of Clinical Social Work from The University of North Carolina at Chapel Hill with a concentration in adult mental health.

CANC's Project Coordinator (to be hired with funding from this grant) will play a prominent role in this project, serving as a resource for community liaison Letha's 1Stop Shop, assisting with all project activities, including community engagement, air monitoring, AirKeeper Academy training, and project management for the Health Impact Assessment.

C. Expenditure of Awarded Grant Funds

C. Expenditure of Awarded Grant Funds

CleanAIRE NC's Accounting and Financial Policies and Procedures manual outlines the organization's expenditure control guidelines. The policies and procedures included in the

Project Narrative | North Mecklenburg Air Monitoring Network

accounting and finance manual follow GAAP standards and have been vetted and approved by an external auditor. Should we be awarded this grant, CANC will maintain a separate bank account to house the funds and ensure timely and efficient payments to sub-recipients and vendors. Our approach to dispersing grant funds will follow the calendar below:

Year 1: \$215,490 distributed to CANC for personnel (\$60,000), fringe benefits (\$6,667), travel (\$1,000), and indirect costs (\$16,333). For equipment, all QuantAQ devices will be purchased (\$19,800). For supplies, AirKeeper Academy materials (\$3920), PurpleAir PA-Flex and SD Cards (\$19,350), PurpleAir power cords (\$1,720), and QuantAQ Modulair - PMs (\$8,700) for a total of (\$33,690) will be procured. The first year of sub-award disbursements will include Letha's 1Stop Shop (\$24,000), North Mecklenburg Economic Mobility Collaborative (\$1,000), Pottstown (\$5,000), Caterpillar Ministries (\$5,000), and Smithville Community Coalition (\$5,000) for a total of (\$40,000). Participant support costs for AirKeeper hosts will be (\$12,000), AirKeeper Academy (\$5,000), Community Health Workers (\$20,000), and Lake Norman Community Health (\$1,000) for a total of (\$38,000) will be administered.

Year 2: \$145,920 distributed to CANC for personnel (\$60,000), fringe benefits (\$6,667), travel (\$1,000), and indirect costs (\$16,333). For supplies, AirKeeper Academy materials (\$3,920) will be procured. The second year of subaward disbursements will include Letha's 1Stop Shop (\$24,000), North Mecklenburg Economic Mobility Collaborative (\$1,000), Pottstown (\$5,000), Caterpillar Ministries (\$5,000), and Smithville Community Coalition (\$5,000) for a total of (\$40,000). Participant support costs for AirKeeper hosts will be (\$12,000), AirKeeper Academy (\$5,000), and Lake Norman Community Health (\$1,000) for a total of (\$18,000) will be administered.

Year 3: \$138,590 distributed to CANC for personnel (\$60,000), fringe benefits (\$6,667), travel (\$1,000), and indirect costs (\$16,333). For supplies, AirBeam 3s (\$10,200), iPads (\$3,290), and iPad cases (\$100) for a total of (\$13,590) will be procured. The third year of subaward disbursements will include Letha's 1Stop Shop (\$24,000), North Mecklenburg Economic Mobility Collaborative (\$1,000), Pottstown (\$5,000), Caterpillar Ministries (\$5,000), and Smithville Community Coalition (\$5,000) for a total of (\$40,000). Participant support costs totaling (\$1,000) will be administered to Lake Norman Community Health.

5.0 Past Performance

Below is a list of five grants CleanAIRE NC has received in the last three years:

1. **2022:** EPA Enhanced Air Quality Monitoring Competitive Grant: CleanAIRE NC has not yet received funding for this grant but has been in regular communication with our Project Officer and Technical Officer to finalize the work plan. We anticipated funding in May 2023 for this 36-month project.
2. **2022:** Windward Foundation Environmental Justice Data Fund: Reporting for this grant is due at the end of the 24-month project period, which is 12/31/2024.
3. **2022:** Z. Smith Reynolds Foundation: As part of the grant award agreement, the requirements for Z. Smith Reynolds funding are to complete reports at mid-year and the end-of-grant cycle. The information we provided included our progress on the project's expected outcomes, outputs, and grant successes.
4. **2022:** Harold M. and Adeline S. Morrison Family Foundation: CleanAIRE NC prepares a mid-year and end-of-year report outlining project goals, outcomes, and successes. We also present annually to "The Collective" representatives who are Foundation members.

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5. **2021:** EPA EJ Small Grant: CleanAIRE NC received funding from the EPA for this grant in July 2022. Since the award was granted, we have completed all monthly grant meetings with our Program Officer and submitted a mid-year report in March 2023. A final report is due in August 2023.

6.0 Quality Assurance Project Plan (QAPP) Information (If applicable)

We will need to develop a Quality Assurance Project Plan as we will collect data from low-cost sensors to develop the North Mecklenburg Air Monitoring Network. We use PurpleAir monitors to collect and share data about PM2.5/VOC concentrations and Modulair sensors. We will use PurpleAir's existing open-source database integrated through our AirKeeper Dashboard. We will also use the information collected to make recommendations on public health and environmental policy decisions through the proposed Health Impact Assessment.

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**CLEANAIRE NC DECLARATION
EXHIBIT 6-B**

J.A. 0768

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 U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN):	03D03424	DATE OF AWARD
	MODIFICATION NUMBER:	0	06/02/2024
	PROGRAM CODE:	5B	
	TYPE OF ACTION	New	MAILING DATE
PAYMENT METHOD:	ASAP	ACH#	
RECIPIENT TYPE:	Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
Not for Profit			
RECIPIENT:	PAYEE:		
CLEANAIRE NORTH CAROLINA P.O. Box 5311 Charlotte, NC 28299 EIN: 57-0462653	CleanAire North Carolina P.O. Box 5311 Charlotte, NC 28299		
PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST	
Kerstan Ryan P.O. Box 5311 Charlotte, NC 28299 Email: kerstan@cleanairenc.org Phone: 704-307-9528	Sheryl Good 61 Forsyth Street Atlanta , GA 30303-8960 Email: good.sheryl@epa.gov Phone: 404-562-9559	Jasmine Williams Grants Management Section 61 Forsyth Street SW Atlanta, GA 30303-8960 Email: williams.jasmine@epa.gov Phone: 404-562-9334	
PROJECT TITLE AND DESCRIPTION			
Environmental Justice Collaborative Problem-Solving Cooperative Agreement Program			
See Attachment 1 for project description.			
BUDGET PERIOD 03/01/2024 - 02/28/2026	PROJECT PERIOD 03/01/2024 - 02/28/2026	TOTAL BUDGET PERIOD COST \$ 500,000.00	TOTAL PROJECT PERIOD COST \$ 500,000.00
NOTICE OF AWARD			
<p>Based on your Application dated 04/14/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 500,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 500,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS		ORGANIZATION / ADDRESS	
U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960		U.S. EPA, Region 4, Environmental Justice, Community Health and Environmental Review Division R4 - Region 4 61 Forsyth Street SW Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer			DATE 06/02/2024

J.A. 0769

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EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 500,000	\$ 500,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 500,000	\$ 500,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.306 - Environmental Justice Collaborative Problem-Solving Cooperative Agreement Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	24124WB023	2226	BSF5	WF	000W57XK1	4183	-	-	\$ 500,000
									\$ 500,000

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Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 180,000
2. Fringe Benefits	\$ 20,000
3. Travel	\$ 3,000
4. Equipment	\$ 19,800
5. Supplies	\$ 51,200
6. Contractual	\$ 0
7. Construction	\$ 0
8. Other	\$ 177,000
9. Total Direct Charges	\$ 451,000
10. Indirect Costs: 10.00 % Base de minumus	\$ 49,000
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 500,000
12. Total Approved Assistance Amount	\$ 500,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 500,000
15. Total EPA Amount Awarded To Date	\$ 500,000

Attachment 1 - Project Description

This action approves an award in the amount of \$500,000 to provide funding under the Inflation Reduction Act (IRA) to CleanAIRE North Carolina. The recipient will, in partnership with North Mecklenburg community-based nonprofit Letha's 1Stop Shop and North Mecklenburg Economic Mobility Collaborative, will establish an Air Monitoring Cluster Network in four impacted communities across North Mecklenburg to address health impacts associated with air pollution. Their work will be focused on the communities of Huntington Green (Huntersville, NC), Pottstown (Huntersville, NC), Smithville (Cornelius, NC), and West Davidson (Davidson, NC). Residents will collect air quality data through the cluster network and partake in CleanAIRE North Carolina's AirKeeper Academy, engaging in the Healthy Air Education Series, Clean Air Advocacy Training, and Maps and Apps session. CleanAIRE North Carolina will also work with local community-based organizations, Atrium Health, and the Mecklenburg County Health Department to train Community Health Workers as lead AirKeepers and conduct a Health Impact Assessment with Lake Norman Community Health Clinic, Mecklenburg County Health Department, Atrium Health and North Carolina State University. The activities include: CleanAIRE North Carolina will establish an Air Monitoring Cluster Network in four impacted communities across North Mecklenburg to address health impacts associated with air pollution. Residents will collect air quality data through the cluster network and partake in CleanAIRE North Carolina's AirKeeper Academy, engaging in the Healthy Air Education Series, Clean Air Advocacy Training, and Maps and Apps session. CleanAIRE North Carolina will also work with local CBOs, Atrium Health, and the Mecklenburg County Health Department to train Community Health Workers as lead AirKeepers and conduct a Health Impact Assessment with Lake Norman Community Health Clinic, Mecklenburg County Health Department, Atrium Health and North Carolina State University. The anticipated deliverables include: CleanAIRE North Carolina will establish an Air Monitoring Cluster Network in four impacted communities across North Mecklenburg to address health impacts associated with air pollution. Residents will collect air quality data through the cluster network and partake in CleanAIRE North Carolina's AirKeeper Academy, engaging in the Healthy Air Education Series, Clean Air Advocacy Training, and Maps and Apps session. The expected outcomes includes: Engaged participants in the AirKeeper Academy; Conduct Health Air Education Series; Increased knowledge of city zoning and county air permitting processes; Increased usage of mapping tools for personal health decision; AirKeeper Academy; Air quality data from 20 new PurpleAir monitors; Air quality data from modulair and PM Health Impact Assessment Data Collection and Evaluation. The intended beneficiaries will be in the impacted communities of North Mecklenburg County.

Four Subawards: Letha's 1Stop Shop will manage the community engagement activities, recruit community scientists, known as AirKeepers, and facilitate residents' participation in CANC's AirKeeper Academy. And will serve as the community voice for this initiative connecting residents with local and state agencies, elected officials, health professionals, and other faith-based communitie; NMEMC will receive a sub-award for assisting with Element 4 of the EPA EJCPs model. Recognizing that economic immobility is a multideterminant problem, NMEMC has organized its efforts as a backbone organization as described by Stanford's Center for Social Information and has developed a health-centered community of practice that can be leveraged to engage in building community capacity to address environmental injustice; Subaward for Pottstown and Smithville Community Coalition will bring people power and community organization to this grant. They will contribute to this project by recruiting AirKeepers from their community to host low-sensor air monitors and encourage residents to engage in education and advocacy trainings through the AirKeeper Academy; and Caterpillar Ministries will support and engage in the grant, specifically with Element 4: Multi-Stakeholder partnerships and Leveraging of Resources. They will assist local community-based organizations with AirKeeper recruitment and community engagement in the AirKeeper Academy courses for the Huntington Green Community.

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Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Jasmine Williams, williams.jasmine@epa.gov, or 404-562-9334.
- MBE/WBE reports (EPA Form 5700-52A): Jasmine Williams, williams.jasmine@epa.gov, or 404-562-9334.
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Sheryl Good, good.sheryl@epa.gov, or 404-562-9559 and Jasmine Williams, williams.jasmine@epa.gov, or 404-562-9334.
- Payment requests (if applicable): Sheryl Good, good.sheryl@epa.gov, or 404-562-9559 and Jasmine Williams, williams.jasmine@epa.gov, or 404-562-9334.
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Sheryl Good, good.sheryl@epa.gov, or 404-562-9559.

Programmatic Conditions

Environmental Justice Collaborative Problem Solving Cooperative Agreement Terms and Conditions

(Updated 01/17/2024)

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. This description may include overall best practices and/or lessons learned over the project performance period, and attachments and links for materials that may be helpful to other Environmental Grants recipients or similar organizations (e.g., tip sheets, "how-to" sheets, communication materials, outreach materials, web tools, etc).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit semi-annual performance reports electronically to the EPA Project Officer within 30 days after the reporting period. The reporting periods are July 2024, January 2025, July 2025, January 2026, July 2026, and January 2027.

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance. The final report shall document project activities over the entire project period.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

B. EJ Grantee Workshops (Virtual and/or In-Person)

All EJCPS recipients will be required to attend at least one EJ Grantee training workshop hosted by your EPA Region. These trainings will assist all current EPA EJ grant recipients with strategic planning and project management of their grants and/or cooperative agreements, as well as afford recipients opportunities to learn from their peers and other experts. Recipients will need to identify at least one authorized official to participate. Virtual workshops will utilize webinar

technology that can be accessed via personal computer. A conference call line will be available for any recipient who doesn't have the technical capability (i.e. slow internet connection) to access the webinar. Your EPA Project Officer will keep you informed of the dates of the workshops. Each EPA Regional Office will tailor their workshop agenda to the environmental needs and priorities of workshop participants and local communities in the region. Workshops may include a mix of current and former EJ grant recipients, local community stakeholders, other EPA and federal program personnel, and other attendees. Workshop attendees will come together to provide perspective, insight, and lessons learned regarding environmental justice issues plaguing their communities and ways to address them. Recipients will need to identify at least one authorized official to participate. Recipients are permitted to use awarded funds to pay for travel to the workshops.

C. Review and Oversight

1. Products - The recipient agrees that any product (e.g., publication, outreach materials, training manuals) produced through this assistance agreement and made available for public view must be first reviewed by the EPA Project Officer for comment before release. The recipient shall make all final decisions on the product content.
2. Monthly Calls - The recipient shall consult with the EPA Project Officer on a monthly basis in order to obtain input on program activities and products produced. However, the recipient should make all final decisions on project implementation and product content. It is at the EPA Project Officer's discretion to determine any change to the frequency with which calls are held.
3. Prior Approval - Any proposed changes to the project must be submitted in writing to the EPA Project Officer for approval prior to implementation. The recipient incurs costs at its own risk if it fails to obtain written approval before implementing any changes.

D. Post-Project Period Follow-up and Engagement

For no less than one year after completion of the project, recipient agrees to periodically update its designated EPA Project Officer on current community-based and environmental justice work the recipient is performing and how/if that work relates to its now completed EJCPS project. These periodic updates may include (but are not limited to) recent local media reports, additional grant funding received, new initiatives, and developing partnerships. The EPA EJ Grants program is invested in the long-term success of each EJ Grant recipient and its long-term impact on addressing the disproportionate environmental and public health impacts plaguing their communities. These post-project period updates allow the EJ Grants program to provide past recipients with additional guidance about applicable funding opportunities, potential collaborations, and technical assistance that may assist recipients in their future work*. The periodic updates also allow the program to track best practices that lead to greater project sustainability and long-term community revitalization for impacted community residents. The frequency of these periodic updates will be at the discretion of the designated EPA Project Officer and will be discussed with the recipient before the end of the project period. Recipients are also encouraged to continue providing updates and engaging with their EPA Project Officers beyond the additional year after the end of the project.

*NOTE – Compliance with this term & condition will not give the recipient priority during future EPA EJ grant competitions and is not a guarantee for future EPA grant funding.

E. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as

This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

G. Procurement Terms and Conditions

The recipient agrees to conduct all procurement actions under this assistance agreement in accordance with the procurement standards set forth in Title 2 CFR, Parts 200.317 through 200.327, 2 CFR Part 1500 and 40 CFR Part 33. EPA provides additional guidance on complying with these requirements in the Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements which is available at <https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance>. Any costs incurred by the recipient under contracts and/or small purchases that EPA determines to be in noncompliance with EPA procurement standards shall be unallowable for Federal reimbursement.

H. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

I. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement [a/the] Quality Assurance (QA) planning document[s] in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

- i. Develop a QAPP,
- ii. Prepare QAPP in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard,

J.A. 0777

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

For Reference:

- [Quality Management Plan \(QMP\) Standard](#) and EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

J. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Louisville-Jefferson County Metro Government received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

K. Paperwork Reduction Act

Notwithstanding any references to collection of information in the recipient's application or proposal for EPA funding, if the recipient is planning to conduct a survey or other information collection of identical information from 10 or more parties but EPA will not sponsor the information collection for the purposes of OMB's Paperwork Reduction Act rules. EPA will not fund the design and administration of the information collection (e.g. survey) and will not be substantially involved in these activities which will be excluded from the scope of work for the cooperative agreement. Notwithstanding, the scope of work for this cooperative agreement does not include a survey or other information collection of identical information from 10 or more parties. No EPA funds (directly paid by EPA or from the recipient's cost share) may be used for the design or administration of such an information collection, and EPA personnel may not participate in such activities. Reasonable costs for analyzing independently collected information and publishing the results of such information collections are allowable to the extent authorized in the EPA approved budget for this agreement.

L DURC/iDURC

The recipient agrees to not initiate any life sciences research involving agents and toxins identified in Section 6.2.1 of the [United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern \(iDURC Policy\)](#) until appropriate review and clearance by the recipient institution's Institutional Review Entity (IRE). The recipient also agrees to temporarily suspend life sciences research in the event that, during the course of the research project, the IRE determines that the life sciences research meets the definition of DURC in the iDURC Policy, and the recipient agrees to notify the EPA Institutional Contact for Dual Use Research (ICDUR) (DURC@epa.gov) of the institution's determination.

M. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1.) monthly telephone calls and other monitoring,
- 2.) reviewing project phases and providing approval to continue to the next phase,
- 3.) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),

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4.) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).

5.) reviewing and commenting on the programmatic progress reports

6.) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).

7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

N. National Programmatic Term and Condition for Fellowship, Internship Programs and Similar Programs Supported by EPA Financial Assistance

1. EPA funds for this program may only be used for participant support cost payments, scholarships, tuition remission and other forms of student aid for citizens of the United States, its territories, or possessions, or for individuals lawfully admitted to the United States for permanent residence.

2. The recipient and program participants are responsible for taxes, if any, on payments made to or on behalf of individuals participating in this program that are allowable as participant support costs under 2 CFR 200.1 or [2 CFR 200.456](#) and scholarships and other forms of student aid such as tuition remission under [2 CFR 200.466](#). EPA encourages recipients and program participants to consult their tax advisers, the U.S. Internal Revenue Service, or state and local tax authorities regarding the taxability of stipends, tuition remission and other payments. However, EPA does not provide advice on tax issues relating to these payments.

3. Participant support cost payments, scholarships, and other forms of student aid such as tuition remission are lower tiered covered Nonprocurement transactions for the purposes of [2 CFR 180.300](#) and EPA's Suspension and Debarment Term and Condition. Recipients, therefore, may not make participant support cost payments to individuals who are excluded from participation in Federal Nonprocurement programs under [2 CFR Part 180](#). Recipients are responsible for checking the eligibility of program participants in the System for Award Management (SAM) or obtaining eligibility certifications from the program participants.

See [EPA Guidance on Participant Support Cost](#)

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SUSTAINABILITY INSTITUTE, ET AL v. TRUMP

2:25-CV-02152-RMG

CONSERVATION INNOVATION FUND
DECLARATION

EXHIBIT 7

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

The Sustainability Institute, et al.,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States, et al.,

Defendants.

Civ. No. 2:25-cv-02152-RMG

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DECLARATION OF CALLAN DEVER, CONSERVATION INNOVATION FUND

I, Callan Dever, declare as follows:

1. My name is Callan Dever. I live in Ashburn, Virginia. This declaration is based on my personal knowledge and professional education and experience. I am over the age of eighteen and suffer from no legal incapacity. I submit this declaration on behalf of Conservation Innovation Fund, a nonprofit organization harmed by the federal funding pause.

2. Conservation Innovation Fund is a 501(c)(3) nonprofit organization incorporated in Wyoming and headquartered in Washington, DC. Across the country, Conservation Innovation Fund creates water, carbon and biodiversity “environmental assets” to address the regulatory and voluntary needs of its municipal and corporate partners while supporting the sale of sustainably produced commodities. We currently develop environmental assets through three initiatives, which include the USDA-funded Climate-Smart Commodities Market Program. Conservation Innovation Fund has 3 full-time employees.

3. I am the Managing Director at Conservation Innovation Fund. I have worked at Conservation Innovation Fund since 2019.

4. Conservation Innovation Fund is the recipient of a United States Department of Agriculture (USDA) Natural Resources Conservation Service Partnerships for Climate-Smart Commodities grant agreement and award for the amount of \$24,999,954.000 over five years. Conservation Innovation Fund was awarded this grant agreement and award on June 8, 2023.

5. On September 12, 2024, USDA notified all Partnerships for Climate-Smart Commodities grantees that they could request up to a 7% budget increase for program expansion and that the requests were required to be submitted between October 1 and October 31, 2024. Accordingly, Conservation Innovation Fund submitted an amendment in October 2024 requesting a

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one-year extension and an approximate 7% budget increase. However, the processing of amendments was paused when this grant funding was frozen.

6. The purposes of this grant agreement are (a) to develop a private-sector mechanism within the U.S. economy for commodities such as milk, beef and grain that are cultivated with sustainable practices, (b) to create incremental markets for environmental assets tied to sustainable practices, and (c) to invest in America's rural and agricultural communities. Conservation Innovation Fund works with farms to integrate agricultural best management practices such as cover crops, zero tillage production, nutrient management and manure management into dairy, beef and grain supply chains, with greenhouse gas reductions and water quality benefits that can be purchased by supply chain partners and other stakeholders. Farmers in Virginia, Maryland, Pennsylvania, Delaware and West Virginia, as well as Maryland & Virginia Milk Producers Cooperative Association members in Ohio, North Carolina, South Carolina, Tennessee, New Jersey and New York, are eligible for assistance through the grant.

7. The Climate-Smart Commodities Market Program serves important business development, cost reduction and resource conservation needs of small farmers in the Mid-Atlantic. Agriculture is the largest commercial sector in Pennsylvania (\$135bn), Virginia (\$70bn) and Maryland (\$17bn), with major broiler, dairy and cattle operations contributing to the region's economy and way of life. Yet, local agriculture is threatened, and many small farmers struggle to make ends meet. In the Mid-Atlantic, the preponderance of dairy and cattle farms - primarily small, family-owned operations - face economic and sustainability challenges that provide immediate opportunity to bolster agricultural incomes while contributing to the sector's sustainability. The project developed by this grant tackles a backlog of producer demand for capital to invest in best management practices and access to emerging markets for environmental assets. Currently, Conservation Innovation Fund has executed contracts with 42 farms under this program. This

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program enhances the economic activity and financial health of these farms while creating broad environmental benefits.

8. This grant is the culmination of over 10 years of planning and preparation. Conservation Innovation Fund had been invited by three prior administrations to engage with the senior officials at USDA to develop market-based programs including the Climate-Smart Commodities Market Program. Conservation Innovation Fund has coordinated with six other organizations to ensure that stakeholders agreed with the proposed program, and engaged with conservation, engineering and agricultural experts across the country to structure the program. Development and creation of the Partnerships for Climate-Smart Commodities grant application required the full time capacity of two staff members and a board member for more than six months,

9. Conservation Innovation Fund receives payments through ezFedGrants. Our reimbursement requests submitted since January 20, 2025 have not been paid out. I was told by a grant officer on February 4, 2025 that the grants administration team has been instructed not to work on approving any reimbursement claims or processing advance requests.

10. The disruption in funding has caused direct financial harm to farmers and significantly delayed program implementation. Conservation Innovation Fund provides funding directly to farmers for implementation of best management practices. Early spring is a key time frame for the implementation of new best management practices. Twenty-nine farms await payment of \$1,937,735.50, related to implementation of best management practices in spring of 2025. Farmers were dependent on these payments in February 2025 and have planned accordingly. Due to the pause in USDA funding, farms have been forced to delay necessary purchases for equipment, seed and services related to the implementation of best management practices. Equipment prices are going up significantly now that the growing season has started and participating farmers may no longer be able to afford planned equipment purchases.

11. Conservation Innovation Fund and its farmer partners have suffered and are continuing to suffer financial harm by the pause in funding. Without access to our USDA funding, Conservation Innovation Fund has been forced to reduce staff, shutter business development opportunities, and seek alternative funding sources. Reduced staff capacity and unpredictable financial support has undermined customer- and partner-facing activities, created a multitude of operational stressors, and put at risk all contract and other business obligations across the organization. It has also caused the organization to put a hold on major fundraising activities related to expansion of the program post USDA funding cycles.

12. Personnel salaries are supported by the grant award. Conservation Innovation Fund hired new employees to support implementation of the Climate-Smart Commodities Market Program over the five-year grant program period. Since the funding freeze, two full-time employees have left the organization. The organization also had to pause on hiring a replacement for one role after already interviewing candidates and reviewing work samples.

13. Entities with which Conservation Innovation Fund has contracted to implement the program are also experiencing significant financial harm. These organizations hired new specialized professionals to carry out the program. With the pause in USDA funding, several subawardees are forced to draw funds from other sources to pay salaries of specialized personnel, putting their organizations at risk.

14. The pause also harms Conservation Innovation Fund's reputation with farmers, customers and funders. After working diligently since the Summer of 2023, our focused efforts to engage with a broad number of smaller agricultural producers that form the backbone of rural economies were succeeding. Farmers had begun to reach out directly to Conservation Innovation Fund and its partners, and to build momentum among their rural communities behind the economic opportunity presented by the program, which targets hundreds of small farmers. With the USDA

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funding pause, all inbound calls have stopped. The funding freeze renders the organization unable to guarantee production of environmental assets for sale to corporations in the agricultural supply chain, creating major stress to the ongoing business model and uncertainty to all market participants. The organization has been in advanced negotiations regarding the sale of environmental assets to a major food manufacturer. The pause in our program funding means that we cannot guarantee the production of environmental assets and climate smart commodity products beyond a year out. As a result, the negotiations are at a standstill and the entire sale is at risk. The pause in USDA funding also has caused efforts to expand capital for market-based conservation programs to come to a standstill, creating uncertainty and chaos for an entire emerging sector of the agricultural economy.

15. Overall, Conservation Innovation Fund stands to lose \$20,774,537.78 in awarded funds. This constitutes over 50% of the organization's budget.

16. The injury to Conservation Innovation Fund and its interests would be redressed by an order from the Court granting the Plaintiffs the relief they have requested.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States, the foregoing is true and correct.

Executed this 25 day of March 2025.


Callan Dever

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CONSERVATION INNOVATION FUND
DECLARATION

EXHIBIT 7-A

J.A. 0787

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NRCS-ADS-093



U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR233A750004G045	2. Amendment Number	3. Award /Project Period Date of final signature - 06/12/2028	4. Type of award instrument: Grant Agreement
5. Agency (Name and Address) USDA Partnerships for Climate-Smart Commodities c/o FPAC-BC Grants and Agreements Division 1400 Independence Ave SW, Room 3236 Washington, DC 20250 Direct all correspondence to FPAC.BC.GAD@usda.gov		6. Recipient Organization (Name and Address) THE CONSERVATION INNOVATION FUND 3028 NEW MEXICO AVE NW WASHINGTON DC 20016 UEI Number / DUNS Number: YAWBGBNG55D7 / 117570826 EIN:	
7. NRCS Program Contact Name: JOHN ANDERSON Phone: (605) 854-9123 Email: john.a.anderson@usda.gov	8. NRCS Administrative Contact Name: ADAM CARL Phone: (815) 214-2015 Email: adam.carl@usda.gov	9. Recipient Program Contact Name: Morgan Maloney Phone: (410) 533-5684 Email: mmaloney@conservationinnovationfund.org	10. Recipient Administrative Contact Name: Callan Walsh Dever Phone: (202) 230-1746 Email: cwdever@conservationinnovationfund.org
11. CFDA 10.937	12. Authority 15 USC 714 et seq	13. Type of Action New Agreement	14. Program Director Name: Morgan Maloney Phone: (410) 533-5684 Email: mmaloney@conservationinnovationfund.org
15. Project Title/ Description: Expands markets for climate-smart dairy, beef and poultry industry in PA, VA, MD and supports farmer, rancher, and forester implementation and monitoring of climate-smart practices.			
16. Entity Type: M = Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	24,999,954.000	15153569.00	
Additional funds total	\$0.00	\$0.00	
Grand total	24,999,954.000	15153569.00	
18. Approved Budget			

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Personnel	\$2,764,950.00	Fringe Benefits	\$414,743.00
Travel	\$10,600.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	13,394,150.000
Construction	\$0.00	Other	\$8,415,511.00
Total Direct Cost	24,999,954.000	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	15153569.00
		Total Federal Funds Awarded	24,999,954.000
		Total Approved Budget	40,153,523.000

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative KATINA HANSON Acting Senior Advisor for Climate-Smart Commodities	Signature	Date
Name and Title of Authorized Recipient Representative	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

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Statement of Work

Purpose

The purpose of this agreement, between the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) and The Conservation Innovation Fund (Recipient), is to build markets for climate-smart commodities and invest in America's climate-smart producers to strengthen U.S. rural and agricultural communities.

Objectives

The objectives of this project are to support the production and marketing of climate-smart commodities by providing voluntary incentives to producers and landowners, including early adopters, to implement climate-smart agricultural production practices, activities, and systems on working lands; measure/quantify, monitor and verify the carbon and greenhouse gas (GHG) benefits associated with those practices; and develop markets and promote the resulting climate-smart commodities.

Budget Narrative

The official budget summarized below and described in the attached Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement or advance liquidations will be based on actual expenditures, not to exceed the amount obligated.

TOTAL BUDGET \$40,153,523

TOTAL FEDERAL FUNDS \$24,999,954

PERSONNEL \$2,764,950

FRINGE BENEFITS \$414,743

TRAVEL \$10,600

EQUIPMENT \$0

SUPPLIES \$0

CONTRACTUAL \$13,394,150

CONSTRUCTION \$0

OTHER \$8,415,511 (includes PRODUCER INCENTIVES \$2,476,000)

TOTAL DIRECT COSTS \$24,999,954

INDIRECT COSTS \$0

TOTAL NON-FEDERAL FUNDS \$15,153,569

PERSONNEL \$130,000

FRINGE BENEFITS \$0

TRAVEL \$0

EQUIPMENT \$0

SUPPLIES \$0

CONTRACTUAL \$705,600

CONSTRUCTION \$0

OTHER \$14,000,000 (includes PRODUCER INCENTIVES \$0)

TOTAL DIRECT COSTS \$14,835,600

INDIRECT COSTS \$317,969

Recipient has elected to use the de minimis indirect cost rate.

Recipient has elected to use unrecovered indirect costs as match in the amount of \$317,969.

Responsibilities of the Parties:

If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions attached to the agreement, the language in this SOW takes precedence.

RECIPIENT RESPONSIBILITIES

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Perform the work and produce the deliverables as outlined in this Statement of Work and attachments.

Ensure Paperwork Reduction Act (PRA) clearance is obtained prior to conducting data collection from producers or other project participants, including data collection performed by subrecipients.

Comply with the applicable version of the General Terms and Conditions.

Submit reports and payment requests to the ezFedGrants system as outlined in the applicable version of the General Terms and Conditions. Reporting frequency is as follows:

Performance Reports: Quarterly

SF425 Financial Reports: Quarterly

Detailed Progress Report: Quarterly

(The detailed progress report is in addition to the performance and financial reports referenced above and described in the general terms and conditions)

Expected Accomplishments and Deliverables

See attached Benchmarks Table and associated Project Narrative.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

See attached Benchmarks Table and associated Project Narrative.

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GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

Attachments:

Budget Narrative
Project Narrative
Benchmarks Table
Climate-Smart Practices List and Limitations
Data Dictionary
Climate-Smart Specific Terms and Conditions

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Attachment – Budget Narrative

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

Budget Narrative-- Revised 4-4-23

Institution Name: Conservation Innovation Fund**PI Name: Callan Walsh Dever****Project Name: *Mid-Atlantic Conservation Innovation Fund***Summary of adjustments to Budget Narrative from USDA questions received on 3-3-23:

- Further breakdown of ESMC's \$750,000
- Adjustment to Match section and resigned Letters of Support from VA DCR and the William Penn Foundation. PennVest has committed to support work under this grant through alignment of its funding for agricultural operations with Project objectives, as per their original Letter of Support. This commitment does not include an explicit dollar match.
- BMP list is a separate document.

Summary of adjustments to Budget Narrative from USDA questions received on 2-1-23:

- Adjustment to CIF budget for Partnerships Network travel for two in-person meetings/yr
- Direct incentive payments to farmers clarified and moved to section "c) Other"
- The budget for the company, TBD through a publicly advertised Request for Proposals (RFP), that will provide planning, design, and implementation of practices clarified and moved to section "g) Contractual"
- Breakdown of salaries for Stroud's Matt Ehrhart & John Jackson
- Breakdown of \$750,000 budget for ESMC's Monitoring, Reporting, Verification & Tracking
- Question #5: On page 12 of the revised budget CIF took some indirect cost as match for salary & fringe. In addition to the salary & fringe the first \$25,000 of each sub-awardee can be claimed as indirect costs & used towards match
 - A: The project will not be listing additional indirect as match.
- Question #6: Please verify that the \$24,000,000 of State Funding & \$2,100,000 of Program Income is still available for the project?
 - A: At this time, these funding streams remain available to support the CIF Climate Commodities project.
- Breakdown of travel and lodging expenses for Stroud, ACB, and ASV are on page 10 & 12
- Question #11: Page 10 & 11 of the revised budget has a \$12,394,150 cost for Implementation of Practices. Please breakdown in detail how this cost was arrived at? Cost share per practice, per acre, etc.
 - A: The project pays for the full and comprehensive cost of implementation of practices. CIF will sub-contract the company that will perform the planning, design, and implementation of practices through a publicly advertised RFP. Pricing calculations are based on market analysis and listed within the table on page 5 under the columns "Estimated cost per acre", "Estimated # of acres", "Estimated cost per farm", and "Estimated # of farms".

**Maryland & Virginia**
Milk Producers Cooperative Association

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Attachment – Budget Narrative

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal**a) PERSONNEL:**

1) SVP, Project Management: Responsible for oversight of all Project activities, providing an ongoing interface with the CIF Board for governance oversight and executive management of all strategic, conservation finance, scientific, business, legal, investor relations and project management aspects of the CSAF Project, with ultimate accountability for its success and all deliverables.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$200,000	0.77	\$154,000	x 5 years =	\$770,000

2) Chief Financial Officer: Manage all requisite state and federal tax, accounting, and reporting requirements. Oversee distributions of payments and ensure compliance with reporting and use of federal funds.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$185,000	0.214	\$39,590	x 5 years =	\$197,950

3) Manager, Conservation: Responsible for management and oversight of relationships with all Project sub-contractors involved with conservation activities on the ground. Ensure timely delivery and compliance with grant covenants and develop and maintain relationship with major regulatory and non-regulatory stakeholders including corporations, non-profit conservation organizations, investors, and the general public.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$150,000	0.59	\$88,500	x 5 years =	\$442,500

4) Manager, Quantification: Manage all quantification methodologies, including adaptions to various models, interface with CCPs and TSPs for field level data and manage marketing and communications facets of the Project and ensure that quantification tools meet the needs of third-party regulators, partners, and watershed stakeholders to support adoption and replication. This role provides field-level support to ESMC's leadership of MRV system and market offtake activities.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$200,000	0.29	\$58,000	x 5 years =	\$290,000

5) Manager, Marketing: Develop all marketing materials and pitches, arrange retail meetings, advise individual producers on retail relationships and marketing and branding opportunities

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$165,000	0.45	\$74,250	x 5 years =	\$371,250



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Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

6) Manager, Legal: Develop and oversee all legal and contractual work, including Producer contracts, Partnership agreements and carbon inset purchase agreements as part of integrated climate smart commodities strategy

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$200,000	0.325	\$65,000	x 5 years	= \$325,000

7) Manager, General & Administrative: Operations support across grant administration and reporting, contract administration among partners. Maintain all Project information for funders and stakeholders.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$150,000	0.491	\$73,650	x 5 years	= \$368,250

TOTAL:	Annual Funds Requested	Duration	Total Funds Requested
	\$552,990	x 5 years	= \$2,764,950

b) FRINGE BENEFITS: The Project uses a discounted rate of 15% for CIF personnel fringe.

Annual Personnel	%	Annual Funds Requested	Duration	Total Funds Requested
\$552,990	15%	\$82,949	x 5 years	= \$414,743

c) OTHER:

- i) **Direct Payments to Farmers.** The CIF will make direct incentive payments to participating farmers. Each payment will be \$2,476 total for an estimated total of 1,000 farmers: half will be paid up front and the remaining half will be paid after practices have been implemented. These incentive payments are in addition to the project paying for the full cost of implementing practices.

Payment per farmer	Estimated farmers per year	Annual Funds Requested	Duration	Total Funds Requested
\$2476	200	\$495,200	x 5 years	= \$2,476,000

d) TRAVEL: The Applicant's travel budget is included directly below. The Project Partners (sub-awardees) have built travel



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Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

expenses into their budgets and those have been detailed under each applicable sub-awardee. Where travel budgets are not noted, the partners agree to cover expenses from their operating budgets.

i) **Travel to Partnerships Network.** This will cover travel for one CIF staff person twice a year to attend the two-day Partnerships Network gatherings.

Item	Annual Funds Requested	Duration	Total Funds Requested
Airfare x \$500 x 2 trips	\$1000	x 5 years =	\$5,000
Lodging x \$200 x 4 nights	\$800	x 5 years =	\$4,000
Per diem x \$80 x 4 days	\$320	x 5 years =	\$1,600
TOTAL:	\$2,116	x 5 years =	\$10,600

e) **EQUIPMENT:** The Applicant and Project Partners (sub-awardees) will not acquire equipment as a part of this Project.

f) **SUPPLIES:** The Applicant and Project Partners (sub-awardees) will contribute basic supplies including presentation materials, collateral, website, communications documents, office supplies, etc, unless otherwise noted.

g) **CONTRACTUAL:**

i) **Company TBD through a publicly advertised Request for Proposals (RFP).** The company (“Company”) will be contracted by CIF through a publicly advertised RFP to perform the work of planning, design, and implementation of practices. The budget outlined below is inclusive of all the costs required to plan, design, and implement practices. The Project sub-awardees engage with farmers to do outreach, technical assistance, and enrollment and the Company will integrate services following that engagement. The Company will plan, design, and implement several categories of agricultural best practices including crop systems, nutrient management, drainage water management, surface water management, and rotational grazing. Each category includes specific agricultural management practices that could be implemented (see Agricultural Best Management Practices attachment to Grant Agreement). The projected cost of implementation of practices below was calculated based on the 2023 Virginia Agricultural Cost Share (VACS) estimated cost list. The budget incorporates guidance from partners and their regionally relevant knowledge to determine the relative demand of each practice in the Project’s implementation region. The VACS cost list is updated annually, and is the most comprehensive,



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Attachment – Budget Narrative

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

regionally relevant source of such information for this Project. In instances where the VACS cost list is insufficient, the NRCS payment schedules will be used.

	Estimated cost per acre	Estimated # of acres	Total Funds Requested
1) Crop Systems Category (per acre)	\$105	35,000	\$3,675,000
	Estimated cost per acre	Estimated # of acres	Total Funds Requested
2) Nutrient Management Category (per acre)	\$160	20,000	\$3,200,000
	Estimated cost per farm	Estimated # of farms	Total Funds Requested
3) Drainage Water Management Category (per farm)	\$11,845	70	\$829,150
	Estimated cost per acre	Estimated # of acres	Total Funds Requested
4) Surface Water Management Category (per acre)	\$7,300	300	\$2,190,000
	Estimated cost per acre	Estimated # of acres	Total Funds Requested
5) Rotational Grazing Category (per acre)	\$100	35,000	\$3,500,000
			Total Funds Requested
			\$13,394,150



CONSERVATION INNOVATION FUND


Maryland & Virginia
 Milk Producers Cooperative Association

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Attachment – Budget Narrative

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal**h) SUBAWARDS:**

i) **Ecosystem Services Market Consortium (ESMC/ESMRC).** ESMC is a market collaborative formed in 2018 to develop a voluntary, national scale ecosystem services market that quantifies and monetizes ecosystem service attributes from working agricultural lands. The annual funds requested for personnel below incorporate a 5% cost of living increase each year. The annual funds requested for the Monitoring, Reporting, Verification and Tracking of Credits/Outcomes below reflect an increase in total acres each year.

1) Communications Director: Supports marketing and communications activities at the market and field level and works closely with the communications teams at the CIF and MDVA Milk to deliver aligned information to partners and customers. Provides support for dedicated social media and communications outreach to share project outcomes with stakeholders.

Salary	% Effort	Funds Requested					Total Funds Requested
		Year 1	Year 2	Year 3	Year 4	Year 5	
\$75,000	0.02	\$1,500	\$1,575	\$1,654	\$1,736	\$1,824	\$8,289

2) Executive Director: Serves as a Senior Project Leader on the CIF-CSC Project, responsible for overall strategy, operations, and market-based support, along with other partner leaders.

Salary	% Effort	Funds Requested					Total Funds Requested
		Year 1	Year 2	Year 3	Year 4	Year 5	
\$200,000	0.06	\$12,375	\$12,975	\$13,605	\$14,267	\$14,961	\$68,183

3) Research Director: Provides ongoing project research support to integrate on-the-ground activities with ESMC's MRV, data collection and analysis activities

Salary	% Effort	Funds Requested					Total Funds Requested
		Year 1	Year 2	Year 3	Year 4	Year 5	
\$123,750	0.20	\$24,750	\$25,950	\$27,210	\$28,533	\$29,922	\$136,365

4) Project Manager: Provides ongoing project management to integrate on-the-ground activities with ESMC's MRV, data collection and analysis activities, and to support product marketing efforts. Provides project support and capacity building with CIF project partners, including ongoing support to CIF producers enrolled in ESMC/ESMRC projects as offtakes from this project. Provide three program enrollment trainings per year to CIF project partners enrolling farmers. These trainings provide capacity building between project partners and ensure ESMC/ESMRC program eligibility, and that roles and responsibilities of producers are understood.

Salary	% Effort	Funds Requested					Total Funds Requested
		Year 1	Year 2	Year 3	Year 4	Year 5	
\$120,750	0.50	\$60,375	\$63,300	\$66,371	\$69,596	\$72,982	\$332,624

5) Protocols and Standards Manager: Provides ongoing protocol development support to integrate on-the-ground activities with ESMC's MRV, data collection and analysis activities.



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Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

Salary	% Effort	Funds Requested					Total Funds Requested
		Year 1	Year 2	Year 3	Year 4	Year 5	
\$123,750	0.20	\$24,750	\$25,950	\$27,210	\$28,533	\$29,922	\$136,365

6) Monitoring, Reporting, Verification and Tracking of Credits/Outcomes*: See detailed description below.

Item	Funds Requested					Total Funds Requested
	Year 1	Year 2	Year 3	Year 4	Year 5	
Quantification (C/GHG, Water Quality): C/GHG modeling (via 3rd party Regrow, using DNDC model), Water Quality Modeling (Simplified Scope 3 Water Calculator), Soil Sampling (via 3rd party EarthOptics to establish model baseline)	\$3.99 x 35,000 acres =	\$2.38 x 65,000 cumulative acres =	\$1.71 x 85,000 cumulative acres =	\$1.45 x 100,000 cumulative acres =	\$1.45 x 100,000 cumulative acres =	\$584,700
Validation & Verification, Impact Unit Tracking: Project validation & verification (via 3rd Party SustainCERT), Tracking on SustainCERT Emission Factor Tracking Mechanism (EFTM)	\$0	\$139,650	\$154,700	\$145,350	\$145,000	\$165,300
						\$750,000
SUBAWARD TOTAL:	\$123,750	\$290,050	\$328,750	\$336,665	\$352,611	\$1,431,826

*Monitoring, Reporting, Verification and Tracking of Credits/Outcomes: ESMC/ESMRC generates quantified and verified impacts/outcomes from enrolled producers following ESMC/ESMRC protocols and ESMC/ESMRC's program infrastructure. This includes ESMC trainings of enrollment specialists to provide program knowledge to producers, including eligibility and participation requirements, and guidance for conservation technical assistance providers who will assist producers to register in and enter data into ESMC/ESMRC's MRV platform. ESMC/ESMRC data will be quantified using ESMRC process and verified by third-party SustainCERT. Where possible technical assistance providers will separately enter producer data into COMET-Planner to generate COMET-Planner outcomes. Scope 3 emissions factors/impact units generated for scope 3 supply chain reported will be tracked on SustainCERT's Emissions Factor Tracking Mechanisms (EFTM) to allow appropriate sharing by ag supply chain partners while ensuring no double-counting.



Maryland & Virginia
Milk Producers Cooperative Association

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Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

ii) **Maryland & Virginia Milk Producers Cooperative (MDVA Milk).** MDVA Milk is a farmer-led cooperative of 950+ producers in the Mid-Atlantic, and the first cooperative in the region to create a dedicated sustainability team. MDVA Milk supplies major retail outlets across the Mid-Atlantic including Costco, Giant, Turkey Hill, Sheetz, Shoppers Food Warehouse, Wawa, Walmart, and Walgreens, among other smaller outlets.

1) Sustainability Specialist #1: Leads producer outreach and collection and organization of producer interest. This role will lead and support producer engagement and organize producer meetings with CIF-CSC partners and aid the producer in selecting appropriate practices for their farm and initiating the planning process. The Sustainability Specialist will also participate in project analytics by supporting supply-shed mapping, data and project management best practices and supporting corporate level dairy sustainability strategies.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$145,000	0.80	\$116,000	x 5 years =	\$580,000

2) Sustainability Specialist #2: Leads producer outreach and collection and organization of producer interest. This role will lead and support producer engagement and organize producer meetings with CIF-CSC partners and aid the producer in selecting appropriate practices for their farm and initiating the planning process. The Sustainability Specialist also will participate in project analytics by supporting supply-shed mapping, data and project management best practices and supporting corporate level dairy sustainability strategies.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$145,000	0.80	\$116,000	x 5 years =	\$580,000

3) Sustainability Administrator: Helps to collect, organize and analyze project data. The Sustainability Administrator will also aid in planning and organizing producer meetings and outreach and will lead project communication to members.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$85,000	0.80	\$68,000	x 5 years =	\$340,000

SUBAWARD TOTAL:	Annual Funds Requested	Duration	Total Funds Requested
	\$300,000	x 5 years =	\$1,500,000



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Attachment – Budget Narrative

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

iii) **Stroud Water Research Center (SWRC)/PA Soil Health Coalition (PSHC).** SWRC is a premier environmental research organization in the United States, based in Avondale, PA. Stroud's research center has a systematic and rigorous approach to scientific research, that seeks answers to the most challenging questions across agricultural landscapes and watershed ecosystems. Stroud's work is deeply embedded in conservation projects across the Mid-Atlantic region, and the organization's Senior Leadership plays a critical role in the CIF-CSC Project. ("IR" below refers to the federally negotiated indirect rate)

1) Project Implementation Coordinator: Coordinate all Stroud implementation projects with the CIF including approximately 30-36 whole farm comprehensive projects per year plus an additional 25-75 acres of riparian forest buffer projects per year. This Project Implementation Coordinator will also coordinate partnerships with PASA, PA No-Till Alliance, and will market the opportunity to other partners/colleagues.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$ 119,683	1.00	\$119,683	x 5 years =	\$598,415

2) Director of Watershed Restoration: Supervise Stroud efforts and serve as a technical advisor to the CIF as needed and will coordinate with project partners marketing project opportunities to new partners.

Salary/Item	%	Annual Funds Requested	Duration	Total Funds Requested
\$147,381	0.07	\$10,317	x 5 years =	\$51,583
Fringe	0.315	\$3,250	x 5 years =	\$16,249
IR for watershed restoration from 2022	0.4482	\$6,080	x 5 years =	\$30,402
				\$98,234

3) Senior Research Scientist: Supervise Stroud efforts and will serve as a technical advisor to the CIF as needed and as science lead ensuring quantification/alignment with ESMC/COMET/RWF.

Salary/Item	%	Annual Funds Requested	Duration	Total Funds Requested
\$153,524	0.05	\$7,677	x 5 years =	\$38,385
Fringe	0.315	\$2,418	x 5 years =	\$12,090
IR for Research from 2022	0.5496	\$5,548	x 5 years =	\$27,740
				\$78,215



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Attachment – Budget Narrative

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

4): Travel and Lodging: Costs per year to travel to farms, meetings, and buffer projects including mileage at the federal rate, per diem, and hotel expenses.

Item	Annual Funds Requested	Duration	Total Funds Requested
7024 miles/yr x \$0.655	\$4,601	x 5 years =	\$23,005
Lodging	\$885	x 5 years =	\$4,425
Per diem	\$413	x 5 years =	\$2,065
			\$29,495
SUBAWARD TOTAL:			\$160,872
			x 5 years =
			\$804,359

iv) **Alliance for the Shenandoah Valley/Shenandoah Valley Conservation Collaborative (ASV/SVCC).** ASV works to achieve a Shenandoah Valley where our way of life is sustained by rural landscapes, clean streams and rivers, and thriving communities. To achieve that vision, ASV partners with organizations and agencies through the Shenandoah Valley Conservation Collaborative (SVCC).

1) **Shenandoah Valley Conservation Collaborative Project Manager:** Oversee the enrollment specialist, connects directly with ESMC/CIF, and contributes to ESMC/CIF strategic planning, promotes market opportunities and connects organizations/agencies in the Shenandoah Valley Conservation Collaborative to market opportunities. Enrolls farmers, collects data, verifies practices as necessary.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$90,000	0.20	\$18,000	x 5 years =	\$90,000

2) **Market Enrollment Specialist:** Directly interface with farmers throughout the Shenandoah Valley, collect farmer data/information, follow up visits, project verification, etc.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$56,000	1.00	\$56,000	x 5 years =	\$280,000

3) **Mileage:** Travel to farms in the Shenandoah Valley region.

Miles/year	Rate	Annual Funds Requested	Duration	Total Funds Requested
9,160	\$0.655	\$6,000	x 5 years =	\$30,000

SUBAWARD TOTAL:	Annual Funds Requested	Duration	Total Funds Requested
	\$80,000	x 5 years =	\$400,000



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Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

v) **Alliance for the Chesapeake Bay (ACB).** ACB brings together communities, companies, and conservationists to improve the lands and waters of the Chesapeake Bay Watershed. Their team engages corporate supply chains to build and implement strategies supplying farmers for conservation impact.

1) **VA Ag Program Manager:** Supervise efforts in Virginia and serve as a technical advisor on project implementation as needed. The VA Program Manager will coordinate the design and implementation of riparian forest buffers and is able to complete Nutrient Management Plans.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$135,735	0.25	\$33,934	x 5 years =	\$169,669

2) **PA Forestry Project Coordinator:** coordinate design and implementation of riparian forest buffer implementation in Pennsylvania.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$121,908	0.25	\$30,477	x 5 years =	\$152,385

3) **PA Ag Projects Coordinator:** Work alongside MDVA to conduct outreach and implementation projects in Pennsylvania. Focus will be accessing conservation plans and coordinating maximum leverage of all federal, state, and local funding opportunities.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$121,908	0.65	\$79,240	x 5 years =	\$396,200

4) **VA Ag Projects Coordinator:** Work alongside MDVA to conduct outreach and implementation projects in Virginia. Focus will be accessing conservation plans and coordinating maximum leveraging of all federal, state, and local funding opportunities.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$121,908	0.65	\$79,240	x 5 years =	\$396,200

5) **Ag Program Director:** Supervise Alliance efforts across the watershed and serve as a technical advisor to the CIF as needed. The Ag Program Director also will work alongside MDVA to market the project to MDVA customers and additional project partners.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$191,865	0.10	\$19,186	x 5 years =	\$95,932

6) **Travel:** Travel to farms throughout the Chesapeake Bay Watershed.



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Item	Annual Funds Requested	Duration	Total Funds Requested
25,954 miles/yr x \$0.655	\$17,000	x 5 years	= \$85,000
Lodging	\$1,000	x 5 years	= \$5,000
Per diem	\$588	x 5 years	= \$2,940
			\$92,940

SUBAWARD TOTAL:	Annual Funds Requested	Duration	Total Funds Requested
	\$260,665	x 5 years	= \$1,303,326



CONSERVATION INNOVATION FUND

ESMC
Ecosystem Services
Market Consortium*Maryland & Virginia*
Milk Producers Cooperative Association

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Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

i) **Lancaster Clean Water Partners (LCWP).** LCWP's mission is to rapidly accelerate and expand the ability of the partner organizations to restore and sustain healthy Lancaster County waterways. Their team works with multisector leaders to effectively collaborate for success at a scale and a pace that we need to meet water quality improvement goals.

1) **Director:** Oversees the Partners team and works directly with CIF staff on a bi-weekly basis.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$125,000	0.10	\$12,500	x 5 years	= \$62,500

2) **Director of Collaborative Funding:** Focus on big picture funding plan for countywide clean water success, creative and new strategies, lead efforts to establish metrics and success for partners across the board, and work with team members to clearly communicate options to partner organizations and producers. The Director of Collaborative Funding will support aligned funding for on-farm projects such as irrigation water management, riparian forest buffers, and exclusion fencing in a priority area for conservation in the Chesapeake Bay, enabling the CIF-CSC Project to provide a leverage on-ramp for additional conservation funding and delivering maximum carbon sequestration values.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$100,000	0.50	\$50,000	x 5 years	= \$250,000

3) **Senior Advisor**:** Drive the CIF-CSC team to identify the best opportunity areas for conservation and market offtake, align priority partnerships and ensure an appropriate path is open for parties to execute components of the Project. Capture the big picture strategic needs and connect with required stakeholders and partners from public, corporate and conservation sectors in order to help ensure the Project meets GHG reduction goals.

Salary	% Effort	Annual Funds Requested	Duration	Total Funds Requested
\$125/hr	300 hrs	\$37,500	x 5 years	= \$187,500

SUBAWARD TOTAL:	Annual Funds Requested	Duration	Total Funds Requested
	\$100,000	x 5 years	= \$500,000

****Justification for Senior Advisor contract:** John Cox is a specialized local leader and expert already engaged deeply in work related to finance and policy strategy, outreach, and agency engagement for conservation implementation and corporate partnerships. His work with the dairy supply chain business world and years of experience with local partner organizations makes him the ideal senior advisor for this work led by the Lancaster Clean Water Partners. His work so far includes working with state secretaries, legislators, county government, and agency staff to promote and execute changes for more efficient processes and funding procedures to improve the scale and pace of project implementation. His work also includes trust building and collaborative leadership development among partner organizations, in addition to internal staff/team culture development. Guidance regarding structure and governance elements also have grown thanks to John's expertise and commitment to Lancaster's collaborative work.



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Attachment – Budget Narrative

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal
Matching Funds Contribution

1) SVP, Project Management:

Salary	% Effort	Annual Funds Matched	Duration	Total Funds Matched
\$200,000	0.13	\$26,000	x 5 years =	\$130,000

2) Indirect Costs: The CIF will match its 10% indirect.

Salary & Fringe	%	Annual Funds Matched	Duration	Total Funds Matched
\$635,939	0.10	\$63,594	x 5 years =	\$317,969

3) CIF Board of Directors: The CIF Board of Directors includes experts from across finance, policy, conservation, business, and non-profit management, each with over 30 years of experience managing strategy, people and budgets in highly relevant environments. The Board founded the organization in 2019, and all members have committed material time to its start-up and operation since inception. All Board Members have market rates (implied from salaries or charged hourly) higher than \$300,000 per year. For the purposes of the CIF-CSC Project, all Board Members have agreed to provide materially discounted rates and long-term commitments to the Project's success.

Rate	Members	Effort	Annual Funds Matched	Duration	Total Funds Matched
\$98/hr	x 6	x 5 hr/wk for 48 wks/yr	\$141,120	x 5 years =	\$705,600

4) State Matching Funds: The Project has received a matching commitment of \$9,000,000 total over 5 years from the State of Virginia Department of Conservation & Recreation (VA DCR) which can be seen in their Letter of Support.

Duration	Total Funds Matched
Over 5 years =	\$9,000,000

5) Other Matching Funds: The Project has received a matching commitment of \$5,000,000 total over 5 years from the William Penn Foundation which can be seen in their Letter of Support.

Annual Funds Matched	Duration	Total Funds Matched
\$1,000,000	x 5 years =	\$5,000,000

TOTAL:

Total Funds Matched
\$15,153,569



Maryland & Virginia
Milk Producers Cooperative Association

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

Budget Narrative Questions from USDA submitted on 12-12-23

- 1. How will you ensure that there won't be duplicate benefits to a producer from other projects/programs?**

The CIF Producer Agreement requires Producers to verify that the CIF CSC program is the exclusive provider of payments for environmental units (carbon and water) produced under the program. The Agreement also asks producers to disclose any other conservation related agreements that exist at the time of execution.

- 2. Explain the grant-based payments through state cost share and philanthropic sources of low interest loans and/or grants?**

The CIF has aligned efforts with state agricultural cost share programs to support whole farm plans across the Mid-Atlantic. Through funding up-front conservation planning including Erosion & Sediment control, Manure Management, and other conservation plans, the CIF creates an onramp for these cost share funds to come in alongside the CIF. In many cases cost share funds require these plans as a prerequisite to larger project implementation funds, so the CIF creates an immediate opportunity for additional funding. Additionally, many Mid-Atlantic conservation funders prioritize project implementation above conservation planning, so the CIF also creates an onramp for philanthropic funds.

In addition to aligning grant funds beside the CIF-CSC Project, the Project also has structured low interest operating loan pools using philanthropic capital, which is used to fund operating and project finance cash requirements. These low interest loans serve as a ready source of development capital, allowing the CIF to increase the velocity of conservation planning and project development. In this case, if projects don't ultimately get installed and deliver carbon reductions, the lenders take the risk of non-performance. This innovative structure allocates risk among parties in a way that allows more conservation to take place more rapidly.



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Attachment - Project Narrative

1

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal**Institution Name: Conservation Innovation Fund****PI Name: Callan Walsh Dever****Project Name: *Mid-Atlantic Conservation Innovation Fund***

Clarifying Project Narrative (submitted 3-3-23)

- 1. Please provide more information on the marketing piece of your proposal. More on labeling & sales of Climate-Smart products? What's the vision after grant period is over? Potential premium to producer?**

Through this Project MDVA Milk will develop a new dairy supply chain that prioritizes climate-smart practices and pays for adoption and implementation of practices. Historically dairy farmers are paid based on their performance on milk quality and farm practices related to measurable outcomes of somatic cell counts (SCC) and preliminary incubation (PI) bacteria. The lower SCC and PI count the higher the per hundredweight (cwt) premium the farm receives each month. The milk quality incentive program has shown a measurable difference in milk quality and incentivizes the quality milk that the market is demanding. The Project will recognize, prioritize and compensate farmers for adopting conservation practices and measuring the outcomes of those practices. We anticipate that the Project will accelerate the adoption of practices and gain direct buy-in and support from participating farms, resulting in long-term success of the Project. Sustainability is a journey, and our farmers need to see a direct correlation between the way they farm and the way the marketplace compensates them.

The Project engages with major dairy retailers across the region to address Scope 3 Supply Chain objectives. The potential to incorporate the Project's climate-smart approach into product labeling and sales will depend largely on effective collaboration across the supply chain. Project leaders are in discussions with two major retailers about point-of-sale loyalty programs and marketing campaigns that address the regional dairy supply chain and support watershed sustainability and carbon sequestration. Ultimately, the success of these point-of-sale and marketing programs relies on a commitment from all segments of the supply chain to i) value; and ii) equitably allocate potential premiums for climate-smart products.

The Project has a unique opportunity with South Mountain Creamery (SMC), a producer of organic milk (using regenerative climate-smart production processes) that sells direct-to-consumer as well as through Whole Foods. This unique distribution channel provides extensive latitude to explore a regional climate-smart mark or label as part of the SMC strategy. The Project intends to engage Amazon/Whole Foods through existing relationships to discuss possibilities for unique CSC approaches. Since USDA, Amazon and Whole Foods all have a major presence in Washington, DC and the Mid-Atlantic, Project leaders consider this a priority strategy to demonstrate the powerful potential of the CSC program.

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

- 2. Please provide more information regarding the marketing of Climate-Smart Commodities through the supply chain and to the consumer? How will this all be done? Vision of project now & after grant period is over?**

Farmers are willing to adapt and change to meet the needs of the marketplace – they just need help on their journey to become more resilient and provide measurable outcomes to demonstrate that dairy is an environmental solution. MDVA Milk has demonstrated success with its dairy farmers that shows they will act when financial incentives are provided from the marketplace. Dairy is a climate-smart commodity that can not only provide nutrition to the world but also help to reduce emissions, while at the same time farming the land in a way that it will remain productive for generations.

The Project will also test the willingness for dairy supply chain customers such as Costco, Ahold Delhaize, Wal-Mart, Turkey Hill, HP Hood and others to pay for climate-smart practices. Many large food companies have made commitments to reduce their scope 3 emissions – this pilot project will allow us to test how much they are willing to commit at the farm level to reduce their environmental impact. Developing a fund and system that can measure the impact and provide measurable results back to the food companies will facilitate adoption throughout the industry supply chain and the ability to scale.

- 3. In the narrative it was stated that the project expects to sequester 140,000 ton of GHG from 100,000 acres plus an additional 150,000 tons of GHG as a result of incremental state & local project funding for whole farm plans. Please explain?**

The funding provided by the CIF CSC as up-front technical assistance, including agricultural erosion & sediment control plans (E&S) and comprehensive nutrient management plans (CNMP) serve as a valuable “gateway” not only to Project capital provided by the CIF, but to project capital that is available in the Mid-Atlantic through more traditional programs including state cost share programs and other state level agricultural support programs. As the “first mover” on creating new producer relationships, the CIF will move producers from initial CSC-backed conservation planning and funding into more traditional conservation funding pools over time, as possible.

In Virginia, the CIF has established a robust relationship with the Department of Conservation and Recreation (DCR), which will provide immediate parallel funds to complement CIF capacity, as part of its matching commitment. In these cases, CIF projects will have clear delineation and only CIF-funded and quantified projects will count directly toward GHG reductions on the CIF-USDA grant.

Additional state cost share programs in Maryland and Pennsylvania have capacity to execute a similar strategy. These secondary capital flows dramatically increase the leverage provided by the CIF-CSC program.

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

4. In the narrative it was stated that the project expects to sequester 140,000 ton of GHG from 100,000 acres plus an additional 150,000 tons of GHG as a result of incremental state & local project funding for whole farm plans. Please provide additional information on how these number were calculated.

The Project expects to sequester 140,000 tons of GHG from the practices paid for under this grant and an additional 150,000 tons of GHG as a result of the conservation plans created. Based on previous ESMC and CIF pilots, as well as models such as COMET and DNDC, the Project anticipates generating an average of 0.7 tons GHG sequestered per acre for practices involving crop systems and 0.35 tons of GHG for the other practice categories. Based on the initial practices that will be targeted in each round of farm enrollment, that means the Project assumes 0.7 tons GHG sequestered/acre/yr for Round 1 of enrollment and 0.35 tons GHG sequestered/acre/yr for Rounds 2-4:

Round 1 of enrollment: 30,000 acres * 4 years of enrollment * a rate of 0.70 tons reduced / acre / year = 84,000 tons of GHGs reduced

Round 2 of enrollment: 35,000 acres * 3 years of enrollment * a rate of 0.35 tons reduced / acre / year = 36,750 tons of GHGs reduced

Round 3 of enrollment: 20,000 acres * 2 years of enrollment * a rate of 0.35 tons reduced / acre / year = 14,000 tons of GHGs reduced

Round 4 of enrollment: 15,000 acres * 1 years of enrollment * a rate of 0.35 tons reduced / acre / year = 5,250 tons of GHGs reduced

TOTAL	100,000 acres	140,000 tons of GHGs reduced
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The Project works with producers to create conservation plans (also known as whole farm plans). These plans include a range of practices based on farm operating, animal husbandry, conservation and financial characteristics of farm operations. The Project will prioritize direct funding of practices that maximize GHG sequestration and water quality benefits. Simultaneously, the Project will align third party funding from other state and local (non-USDA/NRCS) sources that addresses all facets of whole farm plans. Conservation plans provide a powerful on-ramp to unlock a farmers' capability to implement conservation practices and a gating factor to unlock maximum GHG sequestration and other conservation values. Alignment of CIF and third-party funding will create a source of leverage for both CIF reductions (140,000 tons GHG) and related third party funded reductions on the same farms (150,000 tons GHG).

5. Please provide example(s) of stacking practices for environmental benefits and realized scaled practice implementation.

Many USDA-compliant agricultural best management practices (BMPs) that produce both carbon and water quality benefits. The CIF is deeply engaged in both markets and working to align carbon benefits with corporate Scope 3 supply chain demand for carbon units, and water benefits with demand for regulated entities (eg. municipality and states in the Mid-Atlantic) for water quality reductions.

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

Furthermore, corporations have an increased urgency around water quality in their supply chains, and the CIF expects demand to materialize for corporate Scope 3 water quality. For example, a dairy farmer that produces row crops for feed systems would potentially install cover crops, no till, forested buffers, and manure management systems. All these systems have potential carbon and water benefits. When the CIF engages a producer, the technical assistance and engineering teams assess all potential environmental benefits and related value chains that could accrue to the producer and delivers solutions that generate maximum benefits. Further, both carbon and water quality are aligned with a comprehensive soil quality agenda, so the CIF's holistic approach drives maximum environmental and economic value.

- 6. In your resubmission you explain more about the grant-based payments through the state & philanthropic sources of low interest loans/grants. The question is are these bridge type loans that are repaid when cost share is paid? Are the loans for the portion not covered by cost share? If they are a longer termed loan what is the term & interest rate? Any information would be helpful.**

The Program Related Investments (PRI) being utilized as bridge loans will provide working capital and project finance for the implementation of projects - in advance of repayment from (i) cost share and/or (ii) market-based payments from corporate partners. These working capital loans are underwritten by philanthropic/ mission-based lenders, and structured to provide subsidized rates. Loan terms range from 5 to 20 years.

- 7. Will all climate smart agriculture practices implemented through this project meet NRCS practice standards? What is your process for ensuring that implementation of the practices meet NRCS standards?**

All CIF practices will align with NRCS conservation practice standards. All partners on the Project are deeply familiar with NRCS practice standards and measurement protocols in the Mid-Atlantic, and existing CIF projects in Virginia, Pennsylvania and Delaware reflect such standards. Compliance is based on information produced and distributed via USDA-NRCS through its website and other locations:

<https://www.nrcs.usda.gov/resources/guides-and-instructions/conservation-practice-standards>

Compliance with NRCS standards will be confirmed in multiple stages of the Project development and implementation process:

- i) As part of the CIF quantification methodologies (COMET, DNDC, NTT), practice standards will be confirmed for eligibility and efficiencies as provided for in NRCS databases;
- ii) Implementation practices will be confirmed as consistent with NRCS practice standards through contract with agricultural engineers and landowners; and

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

- iii) Practices will be verified as NRCS-compliant as part of the CIF verification process, as executed by agricultural engineers and required by project contracts and landowner agreements.

In some cases, the Project would like to advance practices that are still under review and in development by USDA (NRCS draft form). In these cases, the Project expects to coordinate with NRCS to determine status of eligibility and practice standards. This is particularly true in the dairy industry, where various emerging practices have not yet received approval as NRCS standards. The Project expects to engage with NRCS informally as well as formally through providing comments to proposed revisions to the National Handbook of Conservation Practices for the Natural Resources Conservation Service.

<https://www.federalregister.gov/documents/2022/05/17/2022-10537/proposed-revisions-to-the-national-handbook-of-conservation-practices-for-the-natural-resources>

8. Will any practices involve ground disturbance below the plow zone, such as fencing?

The Project expects potential ground disturbance below the plow zone for the following practices:

- i) Fencing for grazing practices – prescribed grazing, cropland grazing, and buffers will often include exclusion fencing to keep animals out of wetlands/riparian areas and/or cross fencing to divide contiguous pastures into smaller pastures. For prescribed grazing, usually some portable fencing is used (does not affect below plow zone) but in combination with permanent fencing. Fence posts usually go in the ground ~36 in.
- ii) Stabilizing stream banks and sediment basins could disturb soil below the plow zone, depending on the site.
- iii) Storm water runoff control, depending on the site and what land preparations are necessary to divert/control water flow.
- iv) Liquid manure storage will most often involve ground disturbance below the plow line. Dry manure storage and heavy use areas might also require disturbance, but that is less likely.

9. Technical assistance is the responsibility of the grant recipient. Please clarify in your proposal how Team Ag & Red Barn Consulting will be providing the technical assistance.

The Project sub-awardees engage with farmers to do outreach, technical assistance, and enrollment. These sub-awardees include Alliance for the Shenandoah Valley, Alliance for the Chesapeake Bay, Maryland & Virginia Milk Producers Cooperative, Stroud Water Research Center, and Lancaster Clean Water Partners. The company (“Company”) contracted by CIF through a publicly advertised RFP will integrate services following that engagement. The Company will perform the work of planning, design, and implementation of practices.

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal**10. Please explain more about SustainCERT verified assets. How will these assets be marketed and who is the targeted consumer?**

SustainCERT is a global carbon impact verification organization bringing credibility to climate action through the world's first software platform for digital verification and management of credible claims for carbon markets and value chains. SustainCERT empowers businesses, investors and carbon project developers to measure, report and verify their environmental impact claims to ensure climate pledges bring real, meaningful impact on the ground.

Founded as an independent standalone company in 2018 by the Gold Standard, SustainCERT's approach aligns with, and contributes to, leading international frameworks including the Sustainable Development Goals, the Greenhouse Gas Protocol. SustainCERT is also the co-founder of the Value Change Initiative, a multistakeholder forum bringing together some of the world's largest companies, leading civil society actors and internationally recognized frameworks to collectively define best practice and drive down Scope 3 emissions at scale.

Program Validation & Verification:

- Press release announcing ESMC program validation with SustainCERT: <https://sustain-cert.com/esmc-is-the-first-us-market-program-to-achieve-multiple-milestones/>
- Eco-Harvest is the first program in the US to reach program validation and project verification for cropland systems under the SustainCERT Value Change Initiative (VCI)
 - It provides independent 3rd party verification that scope 3 supply chain emissions factors (EF) generated by ESMC are deemed *materially correct* and can be used by corporates to meet annual intervention claims
 - It ensures *credibility* for buyers and sellers: assurance against accusations of green-washing or green-wishing
- *Program validation* provides assurance that ESMC aligns with and meets VCI program requirements to generate EF that corporates can use to report the EF from interventions in their agricultural crop-related supply chain
- *Project verification* provides assurance that the verified EF are materially correct and can be used to show progress towards a reporting company's science-based climate mitigation targets – *and* can be shared by others in the supply chain

Marketing and Sale of Credits:

- Targeted Consumers-- Corporations and other private sector organizations with Scope 3 supply chain commitments that fall within the supply shed for which emissions reductions are achieved for specific crops and/or livestock production systems that are the focus of the Project.
- Marketing & Sale-- ESMC is a member-based consortium that represents organizations across the agricultural supply chain and value chain. ESMC will market the Project and the generated scope 3 supply chain credits to members that include CPGs, retailers, processors, and manufacturers that are eligible to purchase the credits (because they

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

purchase the commodities associated with the credits, from the respective supply sheds where projects are located).

ESMC is developing a digital marketplace platform that will allow for ease of transaction of credits for interested buyers. ESMC plans to place any available credits generated from this Project on the marketplace to advertise to buyers and facilitate purchase.

11. How will your project utilize the COMET Tool & DeNitrification-Decomposition (DNDC) tools to measure carbon?

ESMC's scope 3 supply chain market program is the first nationally accredited program by SustainCERT and the Gold Standard to have achieved program and Project validation and verification for agricultural outcomes in the United States. SustainCERT provides validation and verification services for the Gold Standard, a global carbon market and UN Sustainable Development Goals (UNSDG) and scope 3 supply chain certification body. That accreditation is based on GHG quantification using the DNDC model to generate verified greenhouse gas (GHG) emissions reductions outcomes for scope 3. To generate verified scope 3 supply chain soil carbon removals, we utilize both robust soil sampling coupled with DNDC quantification. Our corporate buyers and members require this independent validation and verification by a global independent authority in carbon and ecosystem services markets to assure scientific validity and credibility to both buyers and sellers in our program.

To meet the requirements of this USDA grant program Project Partners will also input the necessary data into the COMET Tool to estimate changes to GHG emissions and soil carbon. However, Project participants would like to know which COMET tool is required for use in this Project, and specifically, which version of the specific tool if different versions are available. We note that this site describes COMET-Planner: <http://www.comet-planner.com/>; while this site describes COMET-Farm: <https://comet-farm.com/>. Both sites reference a September 2022 update to each tool. It is imperative that we understand which tool is required to meet USDA needs.

12. Please include additional detail about the timing of project expenses and potential quarterly milestones.

The Project has an existing pipeline of more than 50 producers that already have plans or are prepared to develop plans, and to implement new carbon sequestration and water quality projects within targeted supply chain footprints. The ramp-up of capacity will happen over the first year of the grant, with new FTEs added across partner organizations (see revised Budget Narrative). Accordingly, initial projects will focus on practices and projects with low barriers to entry such as high resolution no-till and cover cropping. Nutrient management plans and nutrient management practices will follow as additional planning capacity comes on board, and as Project quantification and management systems advance. Likewise structural practices will

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

ramp up in years two through four and more advanced practices (eg. manure injection) in years three through five.

Once the USDA-CSC contract is executed, the CIF will move swiftly to provide advanced funding under a revolving line of credit (LOC) from its foundation partners, to increase the velocity of Project execution. Overhead expenses will remain relatively fixed across the life of the Project, while implementation expenses will ramp up in line with onboarding of producers and further collaboration with supply chain partners. The Project expects to deliver on quarterly milestones that reflect an increase in producer engagement as the starting point to cumulative plans, projects, and offtake.

13. If manure & other products will be spread on land a nutrient management plan will be required. What is your plan to get a nutrient management plan completed?

The Project develops nutrient management plans (NMPs) through multiple channels: NRCS, SWCD's, private TSP's or certified partner staff members complete these plans. Plans reflect a central "value-add" of the Project, since often the completion of such NMPs is a prerequisite to larger Project funding. CIF partners are well versed in Erosion & Sediment control plans, NMPs and other whole farm plans that drive conservation values across the entire farm footprint. See #7 below.

14. Please describe any potential project activities that may involve concentrated animal feeding operations (CAFOs)?

Yes, as a dairy cooperative, MDVA Milk has members that are CAFOs and are interested in leading the industry in sustainability innovations. These members provide a robust pipeline for collaboration and practice development that improves the carbon footprint of CAFOs.

15. Who will be doing the burn plans for the prescribed burns? How often and how big of acreage do you anticipate doing prescribed burns on?

The Project will no longer include prescribed burning in its list of potential practices.

16. Are there any special feed additives included in project? Are there any special state or federal approvals needed for these feed additives?

As feed additives become FDA approved for use in dairy feeding operations, they may be included as a practice that is part of this initiative.

17. Are you proposing to implement any practices on land that is not currently used for agriculture production? No.

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Project Narrative

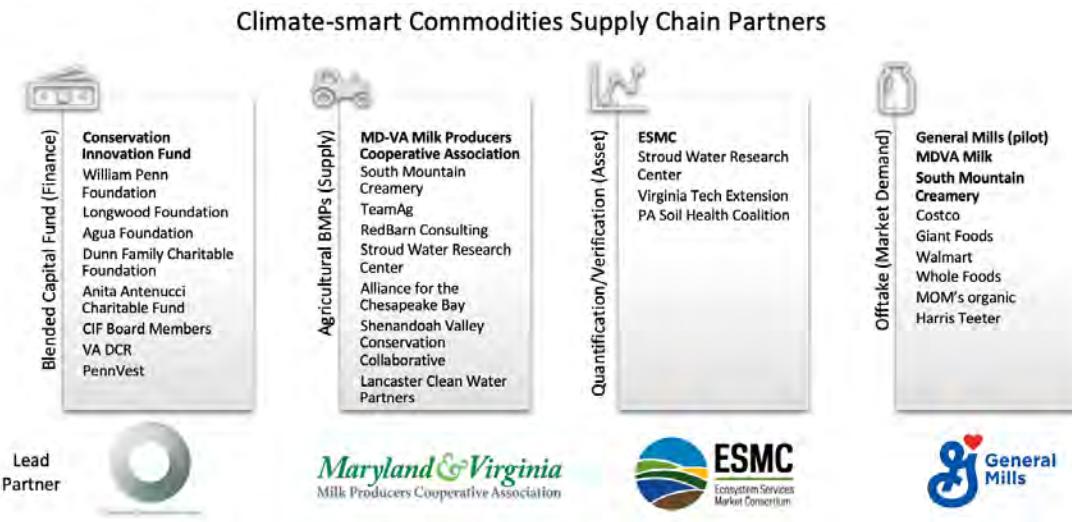
i. Executive Summary of Pilot Project, including:

A. Contact Information

Callan Walsh Dever, Managing Director, Conservation Innovation Fund
 3028 New Mexico Avenue, NW, Washington, DC 20016
cwdever@conservationinnovationfund.org; c: 202-230-1746

B. List of Project Partners

The Mid-Atlantic Conservation Innovation Fund Climate-Smart Commodities project (the “Project”) builds on an existing partnership between the Conservation Innovation Fund (CIF), Ecosystem Services Market Consortium (ESMC), and the Maryland & Virginia Producer’s Cooperative Association (MDVA Milk) to expand climate-smart commodity initiatives across targeted watersheds in the Mid-Atlantic.



- 1. Conservation Innovation Fund.** The CIF is a non-profit conservation finance fund that supports the systemic deployment of capital, conservation, and climate-smart commodities marketing activities across the agricultural supply chain. The CIF develops and markets carbon, water, and biodiversity assets across privately held farmland in the Mid-Atlantic region. To date, the CIF's development phase has been funded by more than \$2mn in cash and contributed capacity including from NRCS Conservation Innovation Grants and private foundations focused on conservation finance and agriculture. *Callan Walsh Dever, CIF Managing Director, is the Project Manager, and the CIF Board of Directors will support (in-kind) project activities. See: <https://www.conservationinnovationfund.org/>*
 - 1.1. The CIF provides capital management, project management and business development/market offtake functions for the Project. The CIF will align and oversee technical assistance, quantification, verification, and farm-level implementation activities provided by partners and third-party contractors.



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Attachment - Project Narrative

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2. **Ecosystem Services Market Consortium (ESMC).** ESMC is a market collaborative formed in 2018 to develop a voluntary, national scale ecosystem services market that quantifies and monetizes ecosystem service attributes from working agricultural lands. ESMC's voluntary, market-based program and its research consortium (ESMRC) enables and encourages agricultural producers to adopt and sustain conservation management practices that improve soil health, reduce GHG emissions, and improve water quality and water use impacts. ESMC's 30+ corporate members focus on achieving stated goals on environmental impacts, shareholder and stakeholder expectations, or regulatory obligations. *Debbie Reed, Executive Director of ESMC, is a member of the Project Leadership Team, along with Stacy Cushmanberry, ESMC Sr. Project Manager.* See: <https://ecosystemservicesmarket.org/about-us/esmc-membership/>
 - 2.1. ESMC provides technical assistance, quantification and verification for farm-level implementation and voluntary corporate offtake related to carbon sequestration.
3. **Maryland & Virginia Milk Producers Cooperative Association (MDVA Milk).** MDVA Milk is a farmer-led cooperative of 950+ producers in the Mid-Atlantic. The first cooperative in the region to create a dedicated sustainability team, MDVA Milk producer members are known as progressive champions for sustainability. MDVA Milk's Turkey Hill Clean Water Partnership earned the Innovation Center for US Dairy's Outstanding Supply Chain Collaboration Award in 2020. MDVA Milk supplies major retail outlets across the Mid-Atlantic including Costco, Giant, Turkey Hill, Sheetz, Shoppers Food Warehouse, Wawa, Walmart and Walgreens, among other smaller outlets. *Lindsay Reames, MDVA Milk EVP of Sustainability and External Affairs, is a member of the Project Leadership team.* See: <https://mdvamilk.com/sustainability/>
 - 3.1. MDVA Milk provides the Project's producer backbone, leveraging trusted relationships across its base of primarily small producers in the region, and actively collaborates with CIF and ESMC on quantification and climate-smart commodities partnerships.
4. **South Mountain Creamery (SMC).** SMC is a farmer operated and family owned farm, creamery, home delivery service, and wholesaler. SMC delivers high-quality products in the Mid-Atlantic region, under four proprietary brands, including South Mountain Creamery and Trickling Springs Organic. SMC supplies Whole Foods, MOMs Organic and Harris Teeter, among other retailers. See: <https://southmountaincreamery.com>.
 - 4.1. SMC provides a boutique direct-to-market climate-smart commodity channel for the Project. SMC actively collaborates with CIF and ESMC on quantification, and leads an effort to brand and market climate-smart commodities.
5. **Stroud Water Research Center (SWRC)/PA Soil Health Coalition (PSHC).** SWRC is a national leader in conservation science related to agricultural practices. SWRC's work includes intensive studies of land use impacts from ag-BMPs and balances the need for clean water and healthy soils with productive and profitable farms. The Project's BMP installations leverage SWRC's extensive data analysis capacities and its role as the manager of the PSHC. See: <https://stroudcenter.org/>, <https://www.pasoilhealth.org/>



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Attachment - Project Narrative

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- 5.1. SWRC provides technical assistance, quantification and verification for farm-level implementation and voluntary corporate offtake related to carbon sequestration using the COMET Farm Model.
6. **Virginia Department of Conservation & Recreation (VA DCR).** Since early 2020, the CIF has partnered with leaders of the EPA Chesapeake Bay Program to advance a public-private, market-based conservation solution in the Mid-Atlantic. See:
<https://www.dcr.virginia.gov/soil-and-water/>
 - 6.1. VA DCR and its Soil and Water Conservation Division Director, James Martin coordinates with the Project to align non-Federal State resources behind the Project's climate-smart commodities agenda.
7. **PennVest.** PennVest is the Pennsylvania State Revolving Fund, and has a \$240mn annual budget in 2022 to support watershed conservation activities.
 - 7.1. PennVest will coordinate with the Project to align resources behind climate-smart commodity implementation and partnership efforts in Pennsylvania. PennVest will work alongside select corporate Project partners to advance climate-smart supply chains and is enthusiastic about the opportunity to support such an important USDA agenda.
8. **Agricultural Consultants/Technical Service Providers (TeamAg, RedBarn Consulting).** The Project directly engages a priority set of agricultural consultants that serve the Mid-Atlantic. The Project contracts directly with these consultants and other Certified Conservation Planners (CCPs) and Technical Services Providers (TSPs) to provide technical assistance to producers. See: <https://www.teamaginc.com/>, <http://www.redbarnag.com/>.
 - 8.1. TeamAg and RedBarn consulting will engage with their large installed base of agricultural producers to quickly expand implementation of climate-smart practices across the Mid-Atlantic.
9. **Alliance for the Chesapeake Bay (ACB).** ACB is the leading regional conservation organization focused on Chesapeake Bay watershed health. Alongside MDVA Milk, ACB has developed agriculture supply chain partnerships over the last four years with Giant Foods and Turkey Hill Dairy. The surgical alignment of CIF, ESMC, MDVA Milk and ACB creates an integrated supply chain for climate-smart commodities in the Mid-Atlantic. *ACB Director of Agriculture Jenna Mitchell is a member of the Project leadership team.* See
<https://www.allianceforthebay.org/agriculture/corporate-collaboration/>
 - 9.1. ACB supports producer engagement and technical assistance across the Project's producer network and collaborates with CIF and ESMC on market offtake efforts.
10. **Alliance for the Shenandoah Valley (ASV) and Shenandoah Valley Conservation Collaborative (SVCC).** ASV is the leading conservation organization in Virginia's Shenandoah Valley. SVCC, a project of ASV, advances conservation outcomes through partnerships with over 20 local and regional nonprofit organizations, state service providers, and agencies



Maryland & Virginia
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across the Commonwealth of Virginia. See:

<https://shenandoahalliance.org/project/shenandoah-valley-conservation-collaborative/>

10.1. ASV and SVCC provide critical place-based producer outreach and integration, along with strategic direction on approach and interaction with priority stakeholders.

11. Lancaster Clean Water Partners (LCWP). LCWP is a Lancaster County, Pennsylvania collaborative partnership of local leaders in business, municipal public service, higher education, conservation planning, and non-profit management to drive sustained watershed conservation in south-eastern Pennsylvania. Lancaster has a large population of small, underserved Plain Sect farms and presents unique opportunities to address priority agricultural pollutants to the Chesapeake Bay. See:

<https://lancastercleanwaterpartners.com/common-agenda/>

11.1. LCWP provides critical place-based producer outreach and integration, along with local strategic direction on approach and interaction with priority stakeholders in the agriculture supply chains in Pennsylvania.

12. Virginia Tech Extension (VTE)/Virginia Soil Health Coalition (VSHC). VHSC is a membership-based organization that develops collaborative approaches to scale soil health adoption on the state's agricultural acres. VTE's Shenandoah Valley Technical Extension Center provides extensive science- and research-based analysis of ag-BMPs in the Shenandoah Valley. See:

<https://www.virginiasoilhealth.org/people>

12.1. VTE/VHSC provides guidance related to soil health practices and measures, economic benefits of soil health, and research-based information on various implementation strategies. VTE also helps the Project to align diverse partners for adoption of ag-BMPs.

C. List of underserved/minority-focused project partners

A dedicated Project component focuses on engaging and enrolling black, indigenous, people of color (BIPOC), under-represented, underserved and small agricultural producers and communities in the Mid-Atlantic. More than 96% of producers in the Project's targeted Mid-Atlantic geography qualify as small, family-owned agricultural producers. Priority underserved and minority producers in this region include Amish and Mennonite farmers, female farmers, and black farmers. MDVA Milk, ACB, ASV/SVCC and LCWP all focus efforts specifically on engaging with these minority and underserved producers.

Lancaster, Pennsylvania is home to the country's oldest and largest Amish community. Approximately one-third of the Amish population in the area still farms their land and the majority are opposed to receiving government assistance. This creates a large underserved market. Virginia's Shenandoah Valley has similar Plain Sect community demographics. The Project has actively embraced these communities by joining community meetings, engaging in active discussion related to new ag-BMP commitments and assisting with stormwater fee reductions in priority locations.

The Project's executive leadership and board specifically embrace female producers across the



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region, and support creating a network of female producers positioned to promote sustainability agendas. 35% of producers in the target geography are female, presenting a compelling opportunity to embrace this key demographic. The Project is engaged with Virginia Women in Agriculture and Pennsylvania Women's Agriculture Network.

D. Compelling need for the project

The increasing threat of climate change on domestic food systems, and the related opportunity to reduce GHG emissions from agriculture and to sequester carbon in agricultural soils present immediate and compelling opportunities in the Mid-Atlantic. Agriculture is the largest commercial sector in Pennsylvania (\$135bn), Virginia (\$70bn) and Maryland (\$17bn), with major broiler, dairy and cattle operations contributing to the region's economy and way of life. Yet, local agriculture is threatened and many small farmers struggle to make ends meet. In the Mid-Atlantic, the preponderance of dairy and cattle farms - primarily small, family-owned operations - face economic and sustainability challenges that provide immediate opportunity to bolster agricultural incomes while contributing to the sector's GHG reductions.

Dairy and cattle operations in the Mid-Atlantic present the greatest opportunity to address agricultural GHG emissions and to financially reward small producers. MDVA Milk's membership of 950+ producers across 100,000+ acres of private farmland provides a ready pipeline for farm-level implementation. Members face a year-long wait list for conservation and nutrient management planning. The Project immediately tackles this existing backlog of producer demand for sustainability plans and practices. This climate-smart commodities project will provide an on-ramp and serve as a catalyst for additional state and private capital to bolster the implementation of whole farm plans.

E. Approach to minimize transaction costs associated with project activities

The Project minimizes transaction costs by executing a surgically structured operating plan that leverages existing expertise and capacity across its partnership. In addition to pooling ag-BMP implementation across multiple producers, the Project relies on a mix of private, public, and non-profit financial and operational enterprises - with commercially oriented enterprises driving execution across the climate-smart commodities supply chain. The CIF, ESMC and MDVA Milk have aligned commercial operating objectives and leadership and management systems to drive transaction volume and value across the entire climate-smart commodities supply chains. This novel partnership positions the Project to outpace competing projects in the Mid-Atlantic. The Project expects to set a national standard for how to efficiently develop, quantify, and market climate-smart commodities through aligning existing capacities of local and regional non-profits and the public sector with commercial enterprises focused on finance, quantification and transaction management. The Project reflects a new type of hybrid operating model, poised to deliver meaningful impact with maximum efficiency.

F. Approach to reduce producer barriers to implementing CSAF practices for the purpose of marketing climate-smart commodities

Barriers to implementing climate-smart agricultural practices in the Mid-Atlantic include (i) insufficient upfront funding for project planning and implementation (ii) lack of incentive for producers to implement ag-BMPs on small farms; (iii)



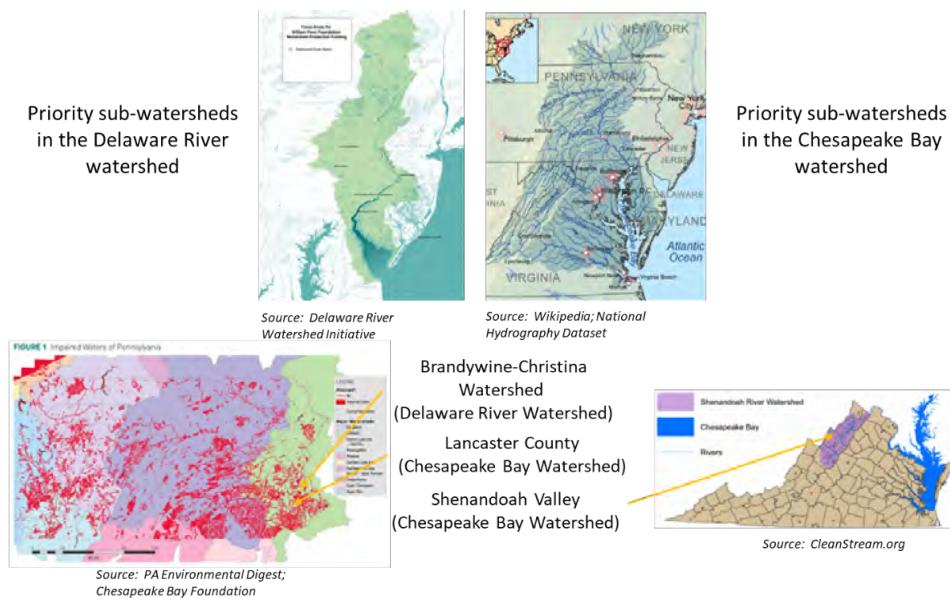
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limited availability and alignment of relevant technical expertise to advise producers on climate-smart practices in their operations; (iv) lack of uniform quantification methodologies and capacities that support producer implementation and corporate purchase of Scope 3 carbon insets; and (v) fragmented connections to potential corporate purchasers. The Project's clear production and distribution channels address each of these key barriers strategically, tactically, and efficiently.

G. Geographic Focus

The Project focuses on the Mid-Atlantic region, with specific scaled footholds in Pennsylvania and Virginia. The Project may expand into additional Mid-Atlantic geographies, such as Westmoreland County, Pennsylvania, dependent upon corporate supply chain demand.



H. Project management capacity of partners, including a description of existing relationship with and/or prior experience working with producers or land owners, promoting climate-smart activities and marketing climate-smart commodities

Project participants encompass well-established organizations focused on agricultural production, conservation implementation, conservation finance, environmental asset quantification and climate-smart commodity markets. The participants have more than 20 decades of combined experience working directly with agricultural producers on priority conservation agendas across the Mid-Atlantic. Project leaders are nationally recognized as innovators in environmental markets and climate-smart commodity projects. The Project is well-established in the Mid-Atlantic through the deep roots of MDVA Milk (Est. 1920), ACB (Est. 1970) and SWRC (Est. 1967). LCWP and ASV demonstrate a strong local presence. TeamAg and Redbarn Consulting lead the agricultural sector in the provision of on-farm expertise in the region. The Project engages with major state-level conservation and finance institutions through alignment with VA DCR and PennVEST. *See sec. i(B) for a full list of Project participants and management capacities.*



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ii. A plan to pilot climate-smart agriculture and/or forestry practices on a large scale, including:**A. Description of CSAF practices to be deployed**

The Project focuses on CSAF practices that deliver quantified carbon reductions in line with verified, validated models that meet stringent ESG reporting standards. Priority practices will include activities of specific interest to dairy producers (eg. nutrient management, manure management), beef producers (rotational grazing, livestock exclusion) and feed systems (cover crops, no-till). Activities further align with Scope 3 demand from identified climate-smart commodities partners in the Mid-Atlantic, including General Mills, Whole Foods and Giant Foods and Costco. CSAF practice implementation prioritizes return-on-investment measures (carbon value per dollar spent), and durability factors.

While current climate-smart practices nationally focus almost exclusively on cover crops and no-till as the practice of choice for carbon values, the Project will clarify the unique requirements of producers in the Mid-Atlantic and inform the broader market about opportunities and limitations in this geographic area. CSAF practices with high relevance to the Project include:

Cover Crops/Legume inter-seeding	Low-till or no-till	Soil amendments	Enhanced efficiency fertilizers
Manure management	Feed management	Prescribed grazing	Nutrient Management
Buffers/Tree Planting	Exclusion Fencing	Prescribed Burning	Wetland/grassland management

These practices are standard, well-understood and researched ag-BMPs in the Mid-Atlantic. To date, most efforts in the region have focused on water quality enhancements, in line with EPA Total Maximum Daily Load requirements under the Clean Water Act. The expansion of the conservation and supply chain sustainability objectives to include net GHG reductions began several years ago but has focused primarily on forested ecosystems. Priority water quality ag-BMPs and those that produce net GHG reductions overlap almost entirely. Accordingly, these well-established practices provide a natural opportunity for the Project to stack environmental benefits across carbon and water and realized scaled practice implementation.

B. Plan to recruit producers and land owners, including estimated scale of the project (e.g., number of land owners, acres targeted, head of livestock, etc.)

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The Project is currently recruiting producers for ag-BMPs that sequester carbon and improve water quality through its recruitment team, including MDVA Milk, ASV/SVCC, LCWP, SWRC and regional agricultural consultants and TSPs. The Project's recruitment efforts benefit from alignment with State Conservation Districts in Virginia and Pennsylvania through relationships with VA DCR and LCWP's position as the County-wide Action Plan coordinator. The target geographies and existing Project relationships provide a concentrated supply of dairy and beef producers, and expansive opportunities to engage in new sustainability practices. While the presence of cover crop and no-till practices in the region is higher than in other regions, ample opportunity exists to add underserved (eg. Amish, Mennonite and minority) producers, and to expand both in-field and edge-of-field practices.

During the five-year project period, the Project targets enrollment of a minimum of 975 farms across more than 100,000 acres. While many producers operate multiple farms, the average farm size in the targeted Mid-Atlantic geographies is just over 100 acres. The Mid-Atlantic continues to occupy a critical economic foothold for dairy and beef industries, and a priority geographic location for nationally leading market-based climate-smart commodity efforts. The Project's commercially driven strategy is uniquely positioned to engage producers in targeted sub-watersheds in alignment with corporate climate-smart commodity objectives.

Current Producer Enrollment Specs. – Carbon & Water

Water and/or Carbon Payments

Your Farm May be Eligible
for \$7.50+/ acre*

WATER How it Works

- Farmer or landowner identifies the qualifying practice he/she plan to implement.
- Contact Partners listed on opposite side to enroll.
- Sign up for 5 year contract (with optional renewal periods up to 20 years)
- Receive up-front payment for BMP
- Maintain practice for contract duration
- Allow for semi-annual verification of practice implementation, photo/online verification processes with preferred consultants or providers;
- Receive ongoing operations and maintenance payments for additional renewal periods

CARBON How it Works

- Farmer or landowner identifies the qualifying practice changes for implementation.
- Contact Partners listed on opposite side to enroll.
- Enroll for 1 year pilot contract (with optional 5 year renewal periods up to 20 years)
- Allow initial soil sampling results will be provided to the farmer or landowner for their own use
- Maintain practice for contract duration
- Allow for second round of soil testing (with no cost to farmer)
- Receive up-front payment of \$4/acre plus additional payments based on measured carbon and Green House Gas sequestration

Qualifying Practices**

- Vegetative buffers and upland plantings
- Stream exclusion fencing
- Cover crops
- Rotational grazing
- Grassed waterways
- Contour buffer strips and vegetative and habitat barriers within a field
- Edge of field practices (field buffer, border or filter strip)
- Land use change (cropland to perennial hay/pasture)
- Prescribed burning
- Manure Management (injection, incorporation, variable rate or precision manure application, nutrient side-dress, timing - no winter application)
- Nutrient Management (changes in source/form, nitrification inhibitors, time release nitrogen, reduced or variable application rate, split application)
- Irrigation Water Management
- Conservation crop rotation (alfalfa/hay, small grains)

*Payments for carbon sequestration are dependent upon soil sample results. Water quality payments cover the cost of BMPs.
** This list may not be exhaustive, please reach out to contacts listed on the opposite side to confirm practice eligibility.

One Set of Practices, Two Potential Markets

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The Revolving Water Fund (RWF) pays for certain on-farm practices (including operations and maintenance) installed on farms by landowners or consultants. Projects using NRCS or SWCD funds are not eligible. Payments are made up-front to fund practice change or BMP installation. The RWF covers the full cost of implementation and requires semi-annual verification.
Enrollment deadline: ongoing

Ecosystem Services Market Consortium (ESMC) pays for soil carbon stored through practice changes or upgrades on farms. Through ESMC's pay-for-performance process, payments are issued based on outcomes from soil sampling. Farmers and Landowners receive soil sampling data reports and can expect up to \$7.50/acre depending on practices, paid in Year 2.
Enrollment deadline: March 15

FAQs

- Can farmers participate in multiple programs?
Farmers may "stack" water quality and carbon benefits via contracts with the RWF and ESMC. The RWF provides up-front financial resources to maximize economic and environmental benefits for farmers and communities in the region and can advise on various other funding sources.
- What is the verification process?
The RWF requires semi-annual photographic verification of practices. ESMC requires annual soil sampling (1 sample per 4 acres).
- What is the payment structure?
The RWF provides up-front funding for practice changes and BMP implementation. ESMC makes payments for carbon sequestration outcomes based on soil samples. The Conservation Innovation Fund will advance \$4/acre for new carbon sequestration practices.

The Brandywine-Christina Revolving Water Fund (BCRWF) is a nonprofit partnership to increase funding available for farmers in Pennsylvania and Delaware to implement best management practices by quantifying and selling the healthy water, air and biodiversity results from such projects, and reinvesting funds in more agricultural conservation in the watershed.

The CIF is actively pursuing farm partners and participants.
For more information or to enroll, contact:
Callan Walsh
(202) 230 1746
callan@revolvewaterfund.org

C. Plan to provide technical assistance, outreach, and training, including who will be conducting these activities, qualifications and projected timeline

The Project provides technical assistance primarily through private conservation firms including regional leaders TeamAg and RedBarn Consulting, and independent local Certified Conservation



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Planners (CCPs) and Technical Service Providers (TSPs). The availability of such capacity is presently limited in part due to lack of predictable funding streams. The integrated conservation supply chain developed by the Project will create economies of scale for technical service provision.

TeamAg and RedBarn Consulting have both committed to add technical staff to fulfill the immediate requirements of the Project. The Project will support technical capacity at MDVA Milk and ASV/SVCC, who each have a huge backlog of planning demand from producers. The Project will also reserve a pool of capital to support expanded capacity for TSPs with existing relationships with participating and/or targeted producers. The CIF will contract directly for all services, to maintain clear oversight and accountability.

D. Plan to provide financial assistance for producers/land owners to implement CSAF practices

The Project will provide financial assistance to producers through three primary channels: i) down payment to producers for project adoption; ii) direct payment for technical services, and; iii) success payment upon confirmation of GHG sequestration verified by soil samples. Mid-Atlantic producers have indicated that existing farmer payments in the Mid-Atlantic for Scope 3 carbon credits are insufficient to motivate adoption of practice changes. Accordingly, the Project intends to deploy payments from USDA alongside payments from corporate partners to incentivize producer engagement while meeting supply chain demand for climate-smart commodities. The Project budgets \$150 - \$200/acre in planning, implementation and direct payment value to producers. In some cases, the Project expects these financial incentives to be complimented by more traditional grant-based payments through State cost share and philanthropic sources or low-interest loans and/or grants. The CIF's capacity to creatively blend incentive and back-end payments, piggy-back on existing State funding resources, and otherwise stack carbon and water credits provides unique competitive advantage, and positions the Project to dynamically test pricing and payment parameters.

To date, the CIF has secured catalytic capital commitments and project development commitments from the William Penn Foundation, the Longwood Foundation, the Agua Fund, the Dunn Family Charitable Foundation, the Anita Antenucci Charitable Fund, and the National Fish & Wildlife Foundation, in addition to start-up funding from i2 Capital and founding members of the CIF's Board of Directors. These initial commitments follow early-stage project development funding from the NRCS Conservation Innovation Grants program. The Project has received matching commitments of \$9mn from the State of Virginia Department of Conservation & Recreation, and a commitment from PennVest to align its loan portfolio with Project objectives. Additionally, the CIF's lead development funder, the William Penn Foundation, has committed (subject to final board approval) a total of \$1mn/year in a Program Related Investment and below-market blended finance capital to support the Project's climate-smart commodities agenda. These combined commitments provide powerful leverage and set the stage for robust climate-smart commodities markets in the Mid-Atlantic.

E. Plan to enroll underserved and small producers, including estimated number of underserved and small producers participating and associated dollar amounts anticipated to go directly to producers, in the form of technical



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The Project's core constituency of producers qualify as "small producers" under the USDA grant guidelines. Based on current pipelines of Project partners, the Project expects that up to 30% of participating producers will represent underserved Plain Sect communities, up to 20% of participants will represent minority and women-led operations, and up to 20% will represent new and beginning farmers. In addition, approximately 5% of producers in the targeted geographies are military veterans. The Project will specifically work with veteran service organizations to ensure former military service member farmers are offered Project opportunities. In total, the Project anticipates that 75% of participating producers (730+ individual producers) will qualify as small and/or underserved.

iii. A measurement/quantification, monitoring, reporting, and verification plan, including:**A. Approach to greenhouse gas benefit quantification, including methodology approach consistent with the section titled "Quantification Requirements" below**

Scientific quantification and verification are of utmost importance in the development and sale of climate-smart commodities. The Project intends to use dual quantification methodologies that meet the gold standard corporate ESG requirements of ESMC's MRV platform, as well as requirements of USDA's COMET tool.

- The Project will use the COMET tool and programming platform to quantify estimated increases in soil carbon and reductions in GHG associated with newly adopted climate-smart practices. SWRC and the PSHC will manage data analysis using the COMET tool, alongside VTE/VSHC in the Shenandoah Valley. COMET is a standard reporting tool used across the Mid-Atlantic and the Project team have extensive experience using COMET for estimating carbon sequestration. For croplands and grazing lands, COMET combines basic estimation equations with default emission factors (cf., IPCC Tier 1); geography-, crop-, livestock-, technology-, or practice-specific emission factors (cf., IPCC Tier 2); and modified IPCC/empirical and/or process-based modeling (cf., IPCC Tier 2 or IPCC Tier 3).
- The Project will also use **ESMC/ESMRC's MRV** platform and programming infrastructure to collect producer data and quantify increases in soil organic carbon (SOC), reductions in GHG emissions and improvements to water quality associated with newly adopted climate-smart practices. The MRV platform fulfills the unique requirements of corporate carbon offtake under gold standards for ESG reporting of carbon and water credits. ESMC's MRV infrastructure digitizes data collection, third party verification, Scope 3 supply chain emissions factor (EF) and impact unit (IU) generation and tracking and sale across the supply chain. The MRV platform uses a combination of soil sampling and modeling. Soil tests are conducted at the inception of piloting and at the project's end (after five years) for participating producers that enroll in the five-year project period. Soil sampling results are shared exclusively with the producer. GHG reductions and avoided GHG emissions and soil



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carbon stock changes are modeled by ESMC's partner Regrow, using the DeNitrification-DeComposition (DNDC) model, a mechanistic model with over 500 peer-reviewed publications used both nationally and globally for GHG inventory reporting in agricultural systems, carbon markets and supply chain reporting¹. The DNDC model is calibrated and validated for use in ESMC's program to meet market requirements for certainty, and to meet verification, certification and corporate reporting requirements. Regrow calculates and reports DNDC model uncertainty using a Bayesian uncertainty model. Uncertainty quantification is utilized to apply discount model estimates to increased SOC and reduced or avoided GHG EF and IU per market standards.

The Project prioritizes streamlined farmer interaction to ensure minimum disturbance to farm operations and to engender trust with producer partners. Project personnel involved in technical assistance and the collection of agronomic and economic data will also participate in the MRV process, in collaboration with an MRV and COMET manager. The CIF's Data Analyst position will serve as a central resource for data collection and analysis for both COMET and the ESMC MRV platform.

In addition, ESMC/ESMRC will train project personnel on program eligibility and requirements, roles and responsibilities, technical enrollment, and data collection requirements. Trained personnel will provide producers technical and data entry assistance and will separately enter producer data into COMET to meet USDA and regional reporting requirements, with oversight from SWRC/PSHC and VTE/VSHC. All MRV platform data will be verified and certified by third-party SustainCERT.

B. Approach to monitoring of practice implementation, including the anticipated number of farms and acres reached through project activities

ESMC/ESMRC's MRV platform utilizes Regrow's Operational Tillage Information System (OpTIS) remote sensing tool for systematic provision of information regarding the spatial and temporal dynamics of soil health practices. OpTIS integrates data from multiple satellites, SSURGO, NASS crop data layers, and weather tools, as well as ground measurement validations^{2,3}, and provides maps of adoption of soil health practices including conservation tillage, no-till, cover cropping, crop rotations, and days of green cover. OpTIS serves as both a verification and validation tool, but also enhances quantification, as it communicates directly with DNDC modeling infrastructure. Together these tools improve quantification rigor and reduce verification costs, producer and verifier burdens and enable MRV digitization at scale. ESMC's water-quality credit

¹ <https://www.globalndc.net/publications>

² <https://www.nature.org/en-us/what-we-do/our-priorities/provide-food-and-water-sustainably/food-and-water-stories/technology-is-key-to-sustainable-agriculture-solutions/>

³ Hagen SC et al, 2020, *Mapping Conservation Management Practices and Outcomes in the Corn Belt Using the Operational Tillage Information Systems (OpTIS) and the Denitrification-Decomposition Model*, in *Land* 2020, 9, 408; doi: 10.3390/land9110408.



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protocols will also be applied to offer producers additional value from ecosystem services produced by their diversified rotations.

All participating producers will utilize established COMET and ESMC/ESMRC MRV protocols and processes. Ag-BMP implementation will be monitored by trained project personnel, who will verify that BMPs applied to participating acreage are operating as specified. Practice implementation and performance will also be independently monitored and verified using OpTIS in ESMC/ESMRC's MRV platform. All MRV platform data is exposed to quality assurance and quality control procedures at each step (collection, quantification, and verification) including via automated software checks that flag discrepancies and outliers. Monitoring and verification via OpTIS is validated independently, and in instances where producer reports and OpTIS reports conflict, both human and automated processes are utilized to establish accuracy. Independent verification body SustainCERT validates and verifies ESMC processes and QA/QC procedures in addition to their own verification procedures.

C. Approach to reporting and tracking of greenhouse gas benefits, including the anticipated GHG benefits per farm, per project, per commodity produced, per dollar expended, and the anticipated longevity of GHG benefits (through supply chain-how benefit ownership will be transferred through supply chain)

The Project's primary objective is the generation of GHG benefit to support the development and sale of climate-smart commodities. Based on previous ESMC and CIF pilots, the Project anticipates to generate an average of 0.7 tons GHG sequestered per acre. The Project targets minimum enrollment of 100,000 acres, resulting in 140,000 tons GHG. The Project expects to generate an additional 150,000 tons of GHG as a result of incremental state and local project funding for whole farm plans. In total, the project expects to sequester 290,000 tons of GHG. The Project expects these benefits to accrue across 975+ unique producers. Based on these anticipated outcomes, the Project will achieve 1 ton of GHG benefits per \$86 invested. This reflects the material underpricing of Scope 3 carbon benefits in current carbon markets.

The Project intends to gather commodity sales figures from its network of climate-smart producers to further inform market values of climate-smart commodities produced under the program. The Project's strong climate-smart commodity marketing efforts will ensure benefits transfer through wholesale and retail supply chains. In line with these goals, the Project's reporting and tracking approach aligns closely with corporate reporting standards. COMET estimates, in addition to SustainCERT verified outcomes, will be made available to all relevant USDA, State and regional organizations as a baseline for project reporting and outcome comparison. This will allow apples-to-apples comparisons against other USDA-funded projects using the COMET- and also will allow for a clear distinction between COMET and corporate supply chain reporting requirements as embodied in the ESMC/ESMRC MRV protocols. The Project's dual quantification approach will support producer, USDA and market advance of quantification standards while meeting distinct requirements of unique program participants and funders.



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SustainCERT verified assets generated by participating producers will be marketed for purchase by food and beverage sector corporations to achieve ESG goals, including to meet net-zero goals, supply chain carbon removal and carbon reduction reporting requirements. Specifically, ESMC/ESMRC will apply its ecosystem services market programming to sell high-quality quantified and verified IU and EF units for Scope 3 supply chain members. These assets may also be shared by agricultural supply chain partners to allow co-investments and tracking of intervention-based emissions factors and impact units as appropriate. To facilitate EF sharing and co-investment while preventing double counting, these assets will be tracked on SustainCERT's Emissions Factor Tracking Mechanism. Project partners will jointly develop reports of outcomes that show EMRV outcomes (reported in aggregate, at the project level, for each year of reporting, per unit of commodity) alongside COMET estimates.

D. Approach to verification of greenhouse gas benefits

GHG benefits will be verified according to market and industry standards via third-party SustainCERT. SustainCERT verification aligns with market accounting and reporting standards required by corporates to file annual reports of GHG impacts from interventions in their Scope 3 supply chains. As an independent verification body, SustainCERT validates and verifies the Project's processes and QA/QC procedures and certifies outcomes ('credits', or benefits) according to their established, ISO-compliant and market standards-compliant verification procedures. This market verification approach will provide an extra level of assurance behind COMET-Planner data collection and analysis.

E. Agreement to participate in the Partnerships Network (see entry below in "Considerations for Successful Projects")

Callan Walsh Dever, Managing Director of the CIF, will be designated as a member of the USDA "Partnerships for Climate-Smart Commodities Learning Network," and agrees to participate in up to two virtual meetings and two-person meetings per year, or other meeting requirements as set by USDA. Ms. Walsh Dever has actively participated in previous USDA grant-recipient networks, including those hosted by the Conservation Finance Network for Conservation Innovation Grant recipients.

iv. A plan to develop and expand markets for climate-smart commodities generated as a result of project activities, including:**A. Any partnerships designed to market resulting climate-smart commodities**

The Project's climate-smart commodity marketing strategy focuses on three distinct channels: (i) direct to major product wholesale purchaser (General Mills); (ii) channel marketing partnership (MDVA Milk) and (iii) direct to retail and consumer channels (SMC). Through ESMC's pilot market program, the Project has secured a pilot offtake commitment from General Mills to provide Scope 3 carbon insets from within General Mill's Mid-Atlantic supply shed.

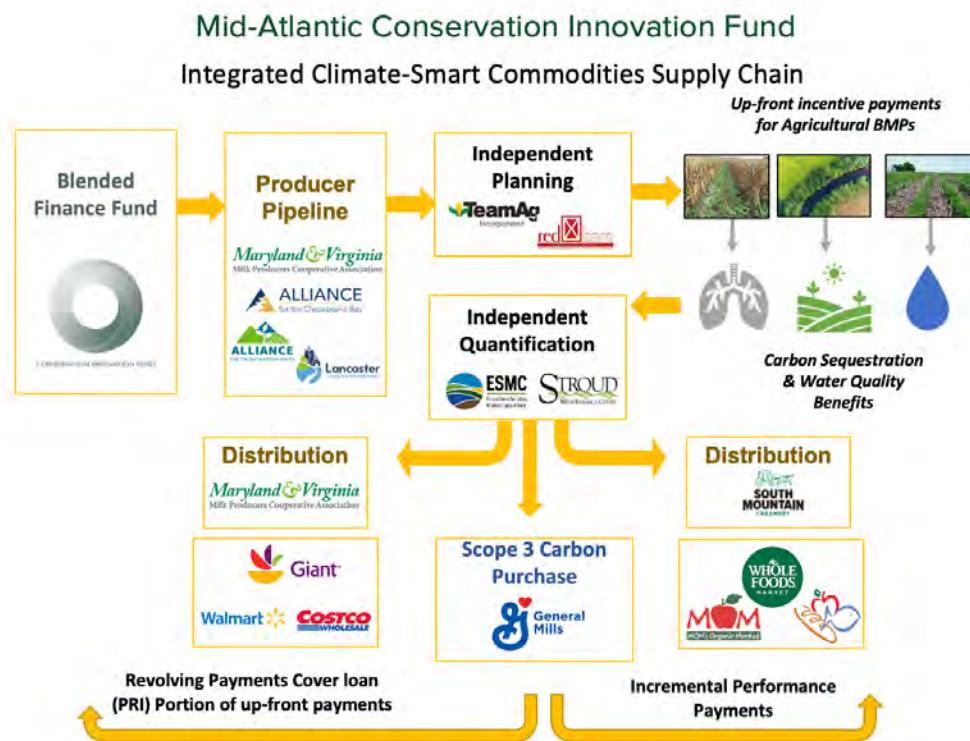


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A significant portion of the Project's climate-smart commodity marketing work will focus on a channel partnership with MDVA Milk, which distributes its own Maola brand and supplies major retailers, such as Costco, Giant Food, Walmart, Walgreens, Sheetz, Wawa, and Food Lion. MDVA Milk has demonstrated its ability to create value for its own Maola brand and third-party brands based on farm level sustainability initiatives. The Project's partnership with South Mountain Creamery will provide an immediate opportunity to develop a tailored climate-smart marketing strategy with Corporate partners, including Whole Foods, Harris Teeter and MOM's Organic Market. The SMC partnership also provides an immediate opportunity to directly market SMC climate-smart commodities through its direct-to-consumer sales channel in the Mid-Atlantic.



These critical climate-smart commodities partnerships will incorporate scaled funding, sophisticated quantification and verification mechanisms, corporate supply chain reporting and aligned "climate-smart commodity" distribution mechanisms. The CIF, MDVA Milk and ESMC will each play critical, defined roles in marketing strategies. Project leaders believe a bottom-up alignment will resonate with consumers, create incremental brand value for climate-smart brands, and support corporate sustainability pledges. Most importantly, the Project will deliver valuable financial returns to producers for their embrace of sustainability practices.

B. A plan to track climate-smart commodities through the supply chain, if appropriate

The Project takes a regional approach to climate-smart commodities and aims to generate



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climate benefits, including Scope 3 carbon insets, for corporations whose supply shed includes the Mid-Atlantic. The Project will ensure that all climate benefits are easily and directly integrated into corporate supply chains. The independent verification body, SustainCERT, will ensure that climate benefits do not leave the Mid-Atlantic supply shed.

C. Estimated economic benefits for participating producers including market returns

The Project aims to deliver a range of incentives to producers, including direct payments, provision of technical service, and marketing to support incremental “climate-smart commodity” premiums. Because MDVA Milk maintains strong direct local and regional relationships to its retail partners, the Project is well positioned to engage in strategies that seek shared upside. The Project budgets a minimum of \$150 to \$200 per acre in planning, implementation and direct payment value to producers.

This allocation reflects an early-market subsidy for quantification, verification, marketing, and project management. Project leaders expect that market values for Scope 3 carbon credits will need to approach these values on a per-acre basis to make ag-related carbon markets commercially viable. The CIF blended finance approach projects a longer-term need for project development and implementation grants alongside market-based pricing increases to sustain the market in the foreseeable future. Accordingly, a blended finance strategy becomes paramount to long term market viability.

D. Post-project potential, including anticipated ability to scale project activities, likelihood of long-term viability beyond project period, and ability to inform future USDA actions to encourage climate-smart commodities

The Project reflects an extension of the existing partnership led by the CIF and ESMC for carbon- and water-smart commodities in the Mid-Atlantic. An award under the USDA Climate-Smart Commodities Program would build on existing bodies of work to support expanded climate-smart commodity strategies. Project leaders expect the Project to achieve long-term viability as a function of the influx of USDA support under this proposal. The Project further projects a continued flow of private capital into the CIF from regional and national foundations with vested interests in the sustainability of agricultural supply chains.

Members of the Project team have engaged with USDA over decades to inform strategic actions, encourage market-based models, and build the climate-smart commodities sector from the ground up. The Project team has worked across Administrations both inside and outside of USDA to advance the field of environmental markets and innovative conservation finance models. As leaders in the field, Project participants are deeply committed to collaboration, adaptive management, and long-term engagement and scale of activities that advance agriculture, conservation, and corporate sustainability.



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CONSERVATION INNOVATION FUND



**CALLAN WALSH DEVER
FOUNDING MANAGING DIRECTOR
CONSERVATION INNOVATION FUND**

Ms. Dever's experience includes strategy, project management, finance, development, and operations across a range of cutting edge private and philanthropic initiatives. She has a keen interest in social impact investing and a broad portfolio of entrepreneurial, cross-sector experience. For the past four years, Ms. Dever has managed the development and launch of the Revolving Water Fund, an innovative conservation finance model designed to drive efficiency, velocity and scale across watershed conservation activities in the Mid-Atlantic United States. In that capacity Ms. Walsh designed provided senior level project management, devised operations systems, advanced policy work, and executed pilot transactions for new market-based conservation solutions (www.revolvingwaterfund.com). Previously, Ms. Walsh served as a consultant with pfc Social Impact Advisors, and as a Director at LeaderFit, a human capital consulting and executive search firm serving foundations and social enterprises. Previously, she was a Senior Associate with the Endeavor Group, where she worked with a select group of mission-oriented investors and philanthropists to advance their priority global business and philanthropic agendas. An early member of the Endeavor Group team, her work with the firm included spear-heading major global initiatives of the Jolie/Pitt Foundation, the Qatar Foundation, Trilogy International Partners and the Cher Charitable Foundation, among others. Ms. Walsh holds a BS in Foreign Service from Georgetown University and an MBA from the University of Oxford.



**MORGAN MALONEY
SENIOR PROJECT DIRECTOR
CONSERVATION INNOVATION FUND**

Morgan Maloney is a leader with a decade of experience working to transform the food system for families and farmers. Her cross-sector experience spans nonprofits, agriculture, government, and business. Ms. Maloney has deep expertise in strategy building, sustainable agriculture, local food procurement, regional food systems, program development and supervision, and change management. Ms. Maloney has an MBA from the Georgetown McDonough School of Business with a Certificate in Sustainable Business, where she was as a Rural Opportunity Initiative Scholar and a Merit Scholar. She also is a Presidential Scholar alumni of Wake Forest University, where she earned a Bachelor of Science in Health and Exercise Science.

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CONSERVATION INNOVATION FUND



CHRISTIAN ROBERTS
ASSOCIATE
CONSERVATION INNOVATION FUND

Christian Roberts is an Associate with the Conservation Innovation Fund, where he supports the identification, quantification and implementation of agricultural best management practices that produce water and carbon outcomes. Mr. Roberts also provides support to the CIF's market-offtake activities under both regulated and voluntary constructs. Prior to joining the CIF Mr. Roberts assisted the policy team in researching and developing the early stages of a renewable energy project for the Department of Labor, advanced a research project that mapped a comprehensive data set of sustainability goals, supply chains and connects of the 172 largest agricultural companies for the World Wildlife Fund's Market's Institute, and assisted the membership engagement team in attracting new clients through researching supply chain factors that drive renewable energy procurement for the Clean Energy Buyer's Association. He earned a BA in History from Colorado College.



BRADLEY BOOKE
GENERAL COUNSEL
CONSERVATION INNOVATION FUND

Bradley L. Booke has over 35 years of corporate law and litigation expertise representing private, non-profit and public clients. His expertise spans general corporate law, commercial contracts and transactions, as well as commercial litigation including misappropriation and misuse of trade secrets, trademark and copyright infringement, unfair competition, and cutting-edge cases involving unfair practices that abuse the Internet. Mr. Booke brings an entrepreneurial approach to the practice of law that reflects a deep understanding of business and non-profit operations, and a resolve that business questions are ultimately human questions that require and deserve carefully crafted solutions. Mr. Booke previously served as legal counsel to the University of Nevada Las Vegas, managing matters including government contracts, intellectual properties and NCAA issues. Previously, he practiced law with the well known Wyoming-based firm of Spence, Moriarity and Schuster, where he handled complex litigation and helped to deliver a host of high profile winning verdicts. Mr. Booke holds a B.S. from the University of Arizona and a J.D. from the University of Arizona College of Law. He is admitted to practice in Wyoming, Arizona, Utah and Nevada.

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Attachment - Project Narrative³

CONSERVATION INNOVATION FUND



JIM HEALY
DIRECTOR OF MARKETING
CONSERVATION INNOVATION FUND

Jim Healy serves as the Conservation Innovation Fund Director of Marketing, where he supports the organization's marketing and communications activities. He has directed initial marketing and communications strategies and plans around market-based conservation finance in the Mid-Atlantic and Western United States and helped to position an aligned set of impact investing and conservation finance brands that includes i2 Capital, the Revolving Water Fund, the Upper Green River Conservancy, and the Conservation Innovation Fund. For more than six years, Mr. Healy has helped CIF principals to engage in the highest level of field-building and has provided ongoing strategic support for all related activities. He is founder of Alluvus Communications, a new kind of marketing agency focused on delivering meaningful and mindful integrated marketing solutions. He previously served in increasingly senior positions across several corporate marketing firms including Hager Sharp, Lipman Hearne, Porter Novelli and Relatable. Mr. Healy has a Bachelor of Arts in International Relations from the Catholic University of America.

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Attachment - Project Narrative

CONSERVATION INNOVATION FUND

Founding Board of Directors

Ashley Allen Jones, CEO, i2 Capital. Ashley Allen Jones is a business and investment executive leading environmental finance innovation across the water and agricultural sectors. Her experience includes the management of capital formation and resource allocation for projects with aggregate values of over \$1bn. She specializes in bridging the gap between public, private, and philanthropic approaches to conservation, with the distinct goal of dramatically expanding sustained funding for conservation. Ms. Allen Jones is a dynamic finance professional with expertise across private equity, venture capital, and investment banking, and has a proven track record of working at the dynamic intersection of finance and social change. Prior to founding i2 Capital, she co-founded the Endeavor Group, a global consultancy that manages the priority business and philanthropic investments of multiple family office principals. She also was a Principal at Women's Growth Capital Fund, a gender-lens venture fund. Her corporate finance experience includes mergers & acquisitions, private financings and initial public offerings with Alex. Brown & Sons (Deutsche Bank), Coopers & Lybrand (Price Waterhouse Coopers) and Quarterdeck Investment Partners (Jeffries). Ms. Allen Jones has a BA in American Studies from the University of Colorado and an MBA in finance from the McDonough School of Business at Georgetown University.

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Anita Antenucci, Senior Managing Director, Houlihan Lokey. Anita Antenucci is a global leader in the aerospace & defense industry, having executed hundreds of transactions across mergers & acquisitions, financings, valuation and private equity investments, as both an advisor and an investor. One of most successful female investors in the sector, Ms. Antenucci has represented a wide array of Fortune 500 and international companies including most of the world's leading aerospace/defense contractors, as well as small-caps, entrepreneurs, and major private equity owners. Prior to joining Houlihan, at just 23, Ms. Antenucci was a founding member of Quarterdeck Investment Partners, a boutique aerospace & defense advisory firm, where she rose to serve as the firm's Co-President prior to its 2002 purchase by Jeffries. She has an MA from the John's Hopkins School of Advanced International Service and an BA from Northwestern University.



Jackie Roberts, Chief Sustainability Officer, AppHarvest. Jackie Roberts has unique and valuable sustainability expertise across private equity, business, government, and non-profit sectors over more than two decades of executive leadership. She presently serves as the Chief Sustainability Officer for AppHarvest, a technology-driven indoor farming enterprise based in Appalachia (NASDAQ: APPH). Prior to joining AppHarvest, she led the Carlyle Group's Environment, Social and Governance (ESG) efforts, advancing best practices in global sustainability over the firm's multi-billion-dollar portfolio of companies. Previously, Ms. Roberts served in increasingly senior positions over almost twenty years at the Environmental Defense Fund, including as Senior Director in the Climate and Energy Program, Director of Sustainable Technologies, and Director of Corporate Partners Program. She launched her distinguished career with the US EPA, as an Engineer and Superfund Project Manager. She has an MES from

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Attachment - Project Narrative

CONSERVATION INNOVATION FUND

the Yale School of Forestry, an MBA from the Yale School of Management, and a BS in Chemical Engineering from Yale University.



Donna Callejon, Chief Business Development Officer, GlobalGiving. Donna Callejon is an entrepreneurial innovator in the philanthropic sector, working tirelessly to expand the amount and pace of funding available to effective non-profit organizations, and matching corporate global philanthropy programs with leading non-profits that most closely align with their corporate and employee giving objectives. At GlobalGiving, a public charity and donor platform supporting more than \$400mn in grants since inception, Ms. Callejon directs and oversees all strategies and execution related to attracting, retaining, and serving GlobalGiving's corporate partners including Nike, 3M, Facebook, Lilly, and the Ford Motor Company Fund. She also oversees the organization's crisis response activities, including the allocation of grant funding to major disaster relief efforts. Before joining GlobalGiving, Ms. Callejon spent more than 15 years as an executive with Fannie Mae in Los Angeles and Washington, DC, serving as SVP, Corporate Strategy, VP, New Business Development, and Director, International Consulting. She holds a BA in Agricultural and Managerial Economics from the University of California, Davis.

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Elodie Michaels, Managing Director, Global Sustainable Futures. Elodie Michaels is a Managing Partner at Global Sustainable Futures where she focuses on bridging the gap to commercialization for sustainable companies in water, agriculture, the built environment and Cleantech. Ms. Michaels is a respected finance and sustainability expert. She previously served as a Global Operating Advisor with Pegasus Capital where she created and lead the Built Environment investment vertical. Prior to Pegasus, she was the Managing Director for CBRE Energy and Sustainability and managed \$10B worth of energy spending. Ms. Michaels served in a similar capacity for Veolia, a global water company. Her roots are in high-speed turbomachinery for the aerospace industry and she owns a patent for Jet Flex, a weatherable polymer. In addition to an MBA, Ms. Michaels has degrees in Economics, English and German from the University of La Sorbonne and in Chinese from the University of Dauphine.



Tanya Baskin, President, TBG Strategies. Tanya Baskin is a talented creative strategist and brand builder with over 20 years' experience working with global organizations. She has conducted cause related marketing campaigns on multiple continents and has successfully worked with international corporations to hone their brand narratives. From higher education to global nonprofits to Fortune 100 brands, Tanya has a track record of proven success in delivering strategically innovative solutions that help organizations and companies elevate their agendas and achieve their promise. Previously, Ms. Baskin served as Executive Director of the Voila Foundation and spent a decade as Vice President of Corporate Partnerships for the Special Olympics. Ms. Baskin holds a BA in Political Science and Government from College of the Holy Cross and an MBA from George Washington University.

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Attachment - Project Narrative

CONSERVATION INNOVATION FUND



Dawn Rittenhouse, Founder, Sustainability Strategies and Fmr. Director, Sustainable Development, DowDupont. Dawn Rittenhouse is a seasoned corporate sustainability executive, advising corporations on supply chain sustainability strategies. As Director of Sustainability for Dupont, she oversaw the development of the company's overall sustainability strategy, including its strategic focus on science-based product development across its energy, transportation, and agriculture business units. She also oversaw the company's efforts to achieve maximum operational efficiencies across its global footprint, and to engage constructively with employees, shareholders, and communities. Additionally, Ms. Rittenhouse led the company's stakeholder engagement activities with environmental organizations, socially responsible investment groups, and government and quasi-governmental organizations in the U.S. and globally. She received a BA (double major) in Chemistry and Economics from Duke University.

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Attachment – Benchmarks Table

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

Quarterly Project Goals-- Created 2-13-23

Institution Name: Conservation Innovation Fund
PI Name: Callan Walsh Dever
Project Name: Mid-Atlantic Conservation Innovation Fund

Goal	YEAR 1			YEAR 2				YEAR 3				YEAR 4				YEAR 5			
	Q1	Q2	Q3	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Number of producers involved	0	0	200	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1,000
Number of underserved producers involved	0	0	100	140	180	220	260	300	340	380	420	460	500	540	580	620	660	700	750
Number of acres involved	0	0	6,000	12,000	18,000	24,000	30,000	38,750	47,500	56,250	65,000	70,000	75,000	80,000	85,000	88,750	92,500	96,250	100,000
Dollars provided to producers via direct incentive payments	0	0	\$495,200	\$619,000	\$742,800	\$866,600	\$990,400	\$1,114,200	\$1,238,000	\$1,361,800	\$1,485,600	\$1,609,400	\$1,733,200	\$1,857,000	\$1,980,800	\$2,104,600	\$2,228,400	\$2,352,200	\$2,476,000
GHG Benefits-- Tons of CO2e Reduced (measured annually)	0	0	0	0	0	0	21,000	21,000	21,000	21,000	54,250	54,250	54,250	94,500	94,500	94,500	94,500	94,500	140,000
Number of measurement tools utilized	0	0	0	0	0	0	4	4	4	4	4	4	4	4	4	4	4	4	4
Number of new marketing channels established	0	0	0	0	0	0	0	0	0	0	1	1	1	1	2	2	2	2	2
Number of marketing channels expanded	0	0	0	0	0	0	0	0	0	0	3	3	3	3	4	4	4	4	5
Engagement of major partners (measured in meetings)	12	24	36	48	60	72	84	96	108	120	132	144	156	168	180	192	204	216	228

Conservation Innovation Fund USDA Climate-Smart Commodities Proposal

Socially disadvantaged farmers engaged	0	0	7	8	9	11	14	15	16	18	21	22	23	25	28	29	30	32	37
New and beginning farmers engaged	0	0	7	8	9	11	14	15	16	18	21	22	23	25	28	29	30	32	37
Women-owned or women-operated farms engaged	0	0	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	110
Plain Sect farmers engaged	0	0	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	219
Small to Large family farms engaged	0	0	50	60	75	90	105	115	130	145	160	170	185	200	215	225	240	255	292
Veteran farmers engaged	0	0	10	12	16	20	24	26	30	34	38	40	44	48	52	54	58	62	73
Limited resource farmers engaged	0	0	10	12	16	20	24	26	30	34	38	40	44	48	52	54	58	62	73

NOTES:

- Goals on page 1 are provided by USDA
- Goals on page 2 were created specifically for this project
- The following goals were either not applicable to the project or covered in over goals already outlined:
 - “Outreach, training and other technical assistance”—covered by “Number producers involved”
 - “Other MMRV and supply chain traceability attributes”—covered by “Number of measurement tools utilized”
 - “Other measurements of work related to marketing of commodities”—covered by “Number of new marketing channels established” and “Number of marketing channels expanded”
 - Number of head involved (if applicable)—not applicable as the Project will not be basing a goal on head of cattle
 - Climate smart technologies employed (if applicable) —not applicable

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Attachment - Climate-Smart Practices and Limitations

Climate-Smart Practices and Limitations**Institution Name: Conservation Innovation Fund****PI Name: Callan Walsh Dever****Project Name: *Mid-Atlantic Conservation Innovation Fund***

Climate-Smart practices under this grant shall be limited to the following practices:

NRCS Practice Code	Practice Name
199	Conservation Plan
313	Waste Storage Facility
317	Composting Facility*
327	Conservation Cover
328	Conservation Crop Rotation
329	Residue and Tillage Management, No Till
336	Soil Carbon Amendment
340	Cover Crop
342	Critical Area Planting
345	Residue and Tillage Management, Reduced Till
367	Roofs and Covers**
380	Windbreaks, Shelterbelt Establishment and Renovation
381	Silvopasture
390	Riparian Herbaceous Buffer
391	Riparian Forest Buffer
412	Grassed Waterway
449	Irrigation Water Management
472	Access Control***
512	Pasture and Hay Planting
528	Prescribed Grazing
561	Heavy Use Area Protection****
590	Nutrient Management
592	Feed Management
614	Watering Facility
659	Wetland Enhancement
578	Stabilized Stream Crossings

*Limited to Composting and Organic Amendments

**Limited to Cover and Flair for Waste Management Facility

***Limited to Exclusion Fencing

****Limited to vegetative solutions



Maryland & Virginia

Milk Producers Cooperative Association

Partnerships for Climate-Smart Commodities

Additional Specific Terms and Conditions

February 2023

I. Overarching Statement

The following award terms and conditions are applicable to Partnerships for Climate-Smart Commodities agreements and are in addition to the USDA FPAC General Terms and Conditions. The award recipient must abide by all terms of this grant including, but not limited to, the General Terms and Conditions, the terms in the Funding Opportunity and associated Frequently Asked Questions, and this addendum. The recipient must also deliver on the planned objectives in the project narrative and budget narrative associated with this grant.

II. Eligibility and Highly Erodible Lands and Wetlands Compliance

In order to be eligible for an incentive payment as a part of the Partnerships for Climate-Smart Commodities, a producer must:

- Establish Farm Records with the Farm Service Agency (FSA) (have farm, tract, and field numbers in place);
- Complete an AD-2047 (Customer Data Worksheet to facilitate the collection of customer data for Business Partner Record);
- Certify highly erodible land conservation (HEL) and wetland conservation (WC) compliance via Form AD-1026, Highly Erodible Land Conservation (HELC) and Wetland Conservation (WC) Certification; and
- Certify that they are not a foreign person or entity.

Farm, tract, and field numbers are required for the producer, and ultimately the Partnerships for Climate-Smart Commodities recipient, to report climate-smart practice implementation to USDA, as well as to certify and maintain HELC/WC compliance. This will require that some producers who do not already have these numbers, like perennial crop growers or feedlots, establish these records with USDA's FSA. Farm, tract, field numbers, producer name, and Core Customer I.D. (CCID) will be provided by the recipient to the National Program Officer as a part of routine grant reporting. Recipients must ensure that producers receiving financial assistance or incentives through this project use the same name as is included in the relevant FSA Business File for that Farm ID in any contracts or similar documentation kept by the recipient.

Producers are not bound by the payment limitations and the adjusted gross income (AGI) limitations that are in place for other USDA programs.

In order to demonstrate HELC/WC compliance for Partnerships for Climate-Smart Commodities incentive payments, producers will need to request a copy of their subsidiary print from their

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ATTACHMENT - CLIMATE-SMART SPECIFIC TERMS AND CONDITIONS

USDA FSA field office. The Subsidiary Print includes print year specific eligibility related information about a selected producer. The producer will then provide this documentation to the Partnerships for Climate-Smart Commodities recipients as proof of compliance. A current year subsidiary print will be required for each crop year that the producer receives a payment, and HELC/WC eligibility information is provided under the AD-1026 and Conservation Compliance sections of subsidiary (determined by year, which can change at any time during the year or in a subsequent year). As is the case already, field offices will not be expected to provide documentation to anyone besides the producer themselves (and must always comply with Section 1619 limitations if they ever do provide documentation to third parties). Producers must have control of the land for the term of their beneficiary contract.

Recipients are responsible for determining producer eligibility within the funding opportunity requirements. Recipients must inform producers of eligibility requirements and direct them to local USDA offices for requested information as necessary, including but not limited to, farm and tract establishment and Highly Erodible Land and Wetland Compliance determinations. Privacy of producers is a priority throughout this process, and recipients are responsible for maintaining producer privacy in the process.

At minimum, the recipient will collect and review subsidiary reports from participating producers. They will ensure that the producer is listed as “compliant” in all sections of the conservation compliance portion of subsidiary and “certified” for AD-1026 before an incentive payment is made. If payments to a producer span more than one Federal fiscal year, the recipient will review an updated subsidiary print each fiscal year to ensure that the status is still compliant.

III. Other Environmental and Cultural Resources Reviews

A Finding of No Significant Impact (FONSI) was signed by USDA NRCS on August 26, 2022. A copy of the Programmatic Environmental Assessment for Partnerships for Climate-Smart Commodities is available at www.usda.gov/climate-smart-commodities. USDA may determine that additional environmental and cultural resources review is needed for any particular action under Partnerships for Climate-Smart Commodities. The recipient must not execute any beneficiary contracts under this grant agreement prior to receipt of a letter from USDA that specifically details:

- 1) further procedures deemed appropriate by the Agency to ensure a completed National Environmental Policy Act (NEPA) review and all appropriate consultation requirements are met, and
- 2) additional instructions for any unanticipated discoveries or conditions.

A resolution of support is required for projects on Tribal lands from the governing body of the Tribe with jurisdiction over that land, if the applicant is not the Tribe nor an entity owned or

operated by that Tribe. USDA may approve alternative documentation for resolutions when USDA deems necessary and legally sufficient.

IV. Producer Benefits

USDA encourages the recipient to disclose to participating producers the manner and amount for which any market premiums derived from the development of the relevant climate-smart commodity will be shared between participating parties, including producers. USDA will be monitoring producer benefits, in particular those to small and underserved producers, throughout the grant period. Recipients agree that their project(s) will implement a plan for engaging small and underserved producers as laid out in this agreement.

V. Producer Data Protection and Disclosure

Recipients must ensure each producer has convenient access to any data collected from that producer or the producer's land and any associated modeling as part of the project. The recipient must provide each producer applying for benefits under this grant a description in writing of how their information, including but not limited to data about their farm and commodities, will be utilized, protected and shared as applicable.

VI. Other Data and Reporting Requirements

In addition to the reporting information provided in the statement of work and General Terms and Conditions, USDA will provide a template for the Detailed Progress Report, also known as the Partnerships for Climate-Smart Commodities (PSCS) Project Reporting Workbook. Within 30 calendar days of execution of this grant, a copy of this workbook will be posted at www.usda.gov/climate-smart-commodities or an alternative location provided to the recipient by the National Program Officer. USDA may provide updates to the PCSC Project Reporting Workbook or submission methods to streamline the data collection process and/or reduce the burden on the recipient throughout the grant period. Generally, these updates will be provided at least 3 months in advance of any required changes. The recipient must not transfer any data to foreign governments or foreign entities without prior approval from USDA.

USDA will provide a Technical Contact for this grant. The Technical Contact will have the responsibility of technical oversight for USDA for the project. The recipient is responsible for providing the technical assistance required to successfully implement and complete the project. The recipient must comply with any requests for information from the Technical Contact. The Technical Contact for this award is the National Program Officer assigned to this grant.

Prior to execution of this grant, the recipient must provide a shapefile depicting the project boundary for enrollment under this grant. Producer enrollment may not occur outside this boundary without modification of this grant.

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ATTACHMENT - CLIMATE-SMART SPECIFIC TERMS AND CONDITIONS

Within 30 calendar days of execution of this grant, the recipient must provide to the National Program Officer a website address where enrollment information will be posted for producers for the project associated with this grant. Recipients will be responsible for the following reports:

- Submit quarterly performance reports that include a written progress report, as well as additional reporting on specific data elements contained in the most up-to-date version of the Partnerships for Climate-Smart Commodities Project Reporting Workbook. Additional information about each reported element is described in the Data Dictionary.
- Submit supplemental reports required to validate greenhouse gas (GHG) benefit data, including: (1) an initial project MMRV plan, (2) field-modeled GHG benefit reports, and (3) field-direct GHG measurement results, as applicable. Additional information about these reports is included in the Data Dictionary.
- Submit copies of project outputs and deliverables (e.g., fact sheets, reports) as attachments in ezFedGrants along with quarterly performance reports.
- Report the version of COMET-Planner used to estimate GHG benefits of the project within each quarterly performance report. As COMET-Planner is updated, recipients must adopt the latest version of the tool as directed by USDA for use in performance reports.

Recipients must designate an individual as a member of the USDA Partnerships for Climate-Smart Commodities Learning Network (Partnerships Network); this representative should be identified in the Project Narrative for this grant. Each project includes a plan for up to two Partnerships Network virtual meetings and two in-person meetings a year during the project duration. Dates and other details on events will be posted at www.usda.gov/climate-smart-commodities or an alternative location provided to the recipient by the National Program Officer.

The Partnerships Network will be co-chaired by representative from the USDA Office of the Chief Economist and the Farm Production and Conservation Mission Area. The Partnerships Network will inform synthesis reports to be assembled by USDA on a range of topics related to the implementation of Partnerships for Climate-Smart Commodities projects, including:

- Lessons-learned as projects are implemented;
- Options for providing technical assistance;
- Procedures for measurement/quantification, monitoring, reporting, and verifying GHG benefits;
- Options for tracing climate-smart commodities through the supply chain;
- Mechanisms for reducing costs of implementation;
- A forum for discussion and learning regarding approaches to climate-smart agriculture and forestry implementation (including but not limited to deployment and

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ATTACHMENT - CLIMATE-SMART SPECIFIC TERMS AND CONDITIONS

measurement/quantification, monitoring, reporting, tracking, and verification of associated greenhouse gas benefits and marketing of climate-smart commodities).

- Synthesis of outcomes; and
- Opportunities for USDA and others to inform future approaches to generating new and expanded markets for climate-smart commodities.

The Partnerships Network topics to be discussed will cover at minimum the areas described in previous FAQs and will evolve with USDA's ongoing project data analysis efforts and with input from the project recipients on the kinds of sessions that will be most helpful to them in building the diverse climate-smart markets associated with their projects. Participation may include at least one interview a year and include questions related to the following areas:

- Technical assistance approaches, methods, and successes and/or challenges
- Producer outreach approaches, methods, and successes and/or challenges
- Monitoring, measurement, reporting, and verification (MMRV) approaches, methods, and successes and/or challenges
- Marketing approaches, methods, and successes and/or challenges
- Partnership approaches, methods, and successes and/or challenges
- Data collection and storage approaches, methods, and successes and/or challenges
- Supply chain approaches, methods and successes and/or challenges, including approaches to traceability
- Supply chain benefits and demand for climate-smart commodities
- Perspectives on program design, climate-smart commodity definitions, and future approaches or opportunities
- Project successes and stories

USDA may also request producer exit reports at a later date. Additional marketing and branding-related requirements may be provided by USDA, including signage related to Partnerships for Climate-Smart Commodities.

VII. Competition and Anti-Competitive Practices

In connection with this grant, recipients may not prohibit or otherwise limit a producer from changing the provider of other services or materials not included as part of this grant.

Recipients may not condition, limit, steer, or discriminate in their provision or sale of non-project business functions or products to producers based on their participation or non-participation in or use of any services provided as part of this grant. Additionally, funds in this agreement shall not be used for purposes or activities related to mergers or acquisitions.

VIII. Suspension and Disbarment

The provisions governing Suspension and Disbarment in subsection 1.a.8 shall also apply to fraud, embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or violations of the Federal civil antitrust or unfair trade practice laws.

IX. Special provisions for awards to for-profit entities as recipients

This section contains provisions that apply to awards to for-profit entities. These provisions are in addition to other applicable provisions of these terms and conditions, or they make exceptions from other provisions of the terms and conditions for awards to for-profit entities. For-profit entities that receive awards have two options regarding audits:

- 1) A financial related audit of a particular award in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States, in those cases where the for-profit entity receives awards under only one USDA program; or, if awards are received under multiple USDA programs, a financial related audit of all awards in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States; or
- 2) An audit that meets the requirements contained in 2 CFR 200 subpart F.

For-profit entities that receive annual awards totaling less than the audit requirement threshold in 2 CFR 200 subpart F are exempt from USDA audit requirements for that year, but records must be available for review by appropriate officials of Federal agencies or the Government Accountability Office.

X. Non-Disparagement

Recipients may not engage in any advertising deemed by USDA as disparaging to another agricultural commodity or competing product, or in violation of the prohibition against false and misleading advertising. Disparagement is defined as anything that depicts other commodities in a negative or unpleasant light via overt or subjective video, photography, or statements. Comparative advertising is allowable, provided the presentation of facts is truthful, objective, not misleading, and supported by a reasonable basis.

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**CONSERVATION INNOVATION FUND
DECLARATION
EXHIBIT 7-B**

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NRCS-ADS-093



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR233A750004G045	2. Amendment Number 0003	3. Award /Project Period 06/08/2023 - 06/12/2028	4. Type of award instrument: Grant Agreement
5. Agency (Name and Address) USDA Partnerships for Climate-Smart Commodities c/o FPAC-BC Grants and Agreements Division 1400 Independence Ave SW, Room 3236 Washington, DC 20250 Direct all correspondence to FPAC.BC.GAD@usda.gov		6. Recipient Organization (Name and Address) THE CONSERVATION INNOVATION FUND 3028 NEW MEXICO AVE NW WASHINGTON DC 20016 UEI Number / DUNS Number: YAWBGBNG55D7 / 117570826 EIN:	
7. NRCS Program Contact Name: JOHN ANDERSON Phone: (605) 854-9123 Email: john.a.anderson@usda.gov	8. NRCS Administrative Contact Name: ADAM CARL Phone: (815) 214-2015 Email: adam.carl@usda.gov	9. Recipient Program Contact Name: Morgan Maloney Phone: (410) 533-5684 Email: mmaloney@conservationinnovationfund.org	10. Recipient Administrative Contact Name: Callan Walsh Dever Phone: (202) 230-1746 Email: cwdever@conservationinnovationfund.org
11. CFDA 10.937	12. Authority 15 USC 714 et seq	13. Type of Action Amendment/Revision	14. Program Director Name: Morgan Maloney Phone: (410) 533-5684 Email: mmaloney@conservationinnovationfund.org
15. Project Title/ Description: Expands markets for climate-smart dairy, beef and poultry industry in DE, NC, NJ, NY, MD, OH, PA, SC, TN, VA and WV and supports the implementation and monitoring of climate-smart practices.			
16. Entity Type: M = Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$24,999,954.00		\$15,153,569.00
Additional funds total	\$0.00		\$0
Grand total	\$24,999,954.00		\$15,153,569.00
18. Approved Budget			

J.A. 0847

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Personnel	\$2,764,950.00	Fringe Benefits	\$414,743.00
Travel	\$10,600.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$13,394,150.00
Construction	\$0.00	Other	\$8,415,510.00
Total Direct Cost	\$24,999,954.000	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$15,153,569.00
		Total Federal Funds Awarded	\$24,999,954.000
		Total Approved Budget	\$40,153,523.000

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative KATINA HANSON Acting Senior Advisor for Climate-Smart Commodities	Signature	Date
Name and Title of Authorized Recipient Representative CALLAN WALSH DEVER MANAGING DIRECTOR	Signature <i>Callan Walsh Dever</i>	Date 07/01/2024

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

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Statement of Work

Please note that any narrative below should be considered in addition to the original Statement of Work, as well as any prior amendments.

Purpose

This amendment expands the geographic project area to include the states of DE, NC, NJ, NY, OH, SC, TN, and WV in addition to the original states of MD, PA and VA.

It also adds three practices: 382 Fence; 550 Range Planting; and 632 Waste Separation Facility in order to fully meet the goals of the agreement.

All other terms and conditions of the original agreement and any previous amendments remain unchanged and in full force and effect.

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GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

Climate-Smart Practices and Limitations

Institution Name: Conservation Innovation Fund

PI Name: Callan Walsh Dever

Project Name: *Mid-Atlantic Conservation Innovation Fund*

Climate-Smart practices under this grant shall be limited to the following practices:

NRCS Practice Code	Practice Name
199	Conservation Plan
313	Waste Storage Facility
317	Composting Facility
327	Conservation Cover
328	Conservation Crop Rotation
329	Residue and Tillage Management, No-Till
336	Soil Carbon Amendment
340	Cover Crop
342	Critical Area Planting
345	Residue and Tillage Management, Reduced Till
367	Roofs and Covers**
380	Windbreaks/Shelterbelt Establishment and Renovation
381	Silvopasture
382	Fence*
390	Riparian Herbaceous Cover
391	Riparian Forest Buffer
412	Grassed Waterway
449	Irrigation Water Management
472	Access Control***
512	Pasture and Hay Planting
528	Prescribed Grazing
550	Range Planting
561	Heavy Use Area Protection****
578	Stream Crossing*
590	Nutrient Management
592	Feed Management
614	Watering Facility
632	Waste Separation Facility
659	Wetland Enhancement

*Only in combination with other climate-smart practices

**Limited to Cover and Flair for Waste Management Facility

***Limited to Exclusion Fencing

****Limited to vegetative solutions

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SUSTAINABILITY INSTITUTE, ET AL v. TRUMP

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EARTH ISLAND DECLARATION
EXHIBIT 8

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

The Sustainability Institute, et al.,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States, et al.,

Defendants.

Civ. No. 2:25-cv-02152-RMG

DECLARATION OF SARAH DIEFENDORF, EARTH ISLAND INSTITUTE, INC.

I, Sarah Diefendorf, declare as follows:

1. My name is Sarah Diefendorf. I live in Oakland, California. This declaration is based on my personal knowledge and professional education and experience. I am over the age of eighteen and suffer from no legal incapacity. I submit this declaration on behalf of Earth Island Institute, (“Earth Island”), a nonprofit corporation affected by the federal funding pause.

2. Earth Island is a 501(c)(3) nonprofit environmental corporation founded in 1982 and headquartered in Berkeley, California. It serves as an incubator for grassroots environmental projects, offering fiscal sponsorship and support to over 75 initiatives worldwide focused on conservation, climate action, wildlife protection, sustainable food systems, Indigenous rights, and environmental justice. The organization also engages in legal advocacy through Earth Island Advocates, fosters youth leadership through the Brower Youth Awards, and publishes the award-winning *Earth Island Journal*. Through these efforts, Earth Island Institute empowers communities to develop and implement innovative solutions to pressing environmental challenges.

3. I am Earth Island’s Director of the Capacity Collaborative (formerly Environmental Finance Center West). I have worked at Earth Island since June 2015. I have over 30 years of federal grant management experience including work at California State University East Bay, Dominican University and now Earth Island. During my time at Earth Island, we have received competitive grants from the U.S. Environmental Protection Agency (EPA), United States Department of Agriculture and the Bureau of Indian Affairs as both primary grantees and subrecipients, and according to the federal government we have successfully completed every grant and all of our tasks. I have an undergraduate degree from San Francisco State University and a master’s degree and completed the PhD curriculum at Cambridge University in the UK.

4. In December 2024, EPA Region 9 announced the selection of Earth Island Institute for a Community Change Grant. The grant is an award of \$3,073,914 million for a project titled “Huliau o Wai’anae: Turning Points for a Sustainable Future.” This initiative aims to integrate traditional knowledge with modern technology to promote intergenerational learning and collaborative problem-solving within the Wai’anae community in Hawaii. Key components include establishing an environmental advisory team, engaging community members in environmental and health data collection, developing an intergenerational learning fellowship to share traditional knowledge and skills, and conducting a community health assessment to understand the impacts of water and air contaminants on residents. This three-year project began on January 1, 2025.

5. Out of this Community Change Grant, a \$2,040,679 subaward to Kingdom Pathways will focus on community engagement activities, including community meetings, live and online, surveys, informational interviews, seminars, workshops and other outreach methods. Kingdom Pathways would hire 21 full and part-time staff from a low-income, predominantly Indigenous community to achieve the goals of the Huliau o Wai’anae.

6. The Community Change grant application required many hours of work from Earth Island staff and input from community members gathered over the course of months. Ultimately I helped to distill this information into a 15-page application. The Notice of Funding Opportunity alone was 96-pages long and outlined extensive eligibility criteria, program focus areas, and application components, including work plans, budgets, and evaluation metrics. It required us to demonstrate prior experience, financial stability, and compliance with various regulations and entailed a competitive review process, funding amounts, duration, and reporting requirements. The requirements made the application process the most rigorous I have encountered in my 30+ year career. The financial tracking process is also extremely complex.

7. Earth Island also serves as a statutory partner to the West Anniston Foundation, which on August 2024 was awarded a \$2,596,592 Community Change grant by EPA Region 4 for its project to empower young adults in West Anniston and neighboring communities—West End-Cobbtown and Hobson City—by providing training programs that enhance community engagement with governmental processes and address local health and environmental issues in this predominantly Black, low-income community in Alabama. This project was expected to start on March 1, 2025 but the funding is currently suspended by USEPA for no cause. The grant is intended to fund 1) environmental education, training or workshops for at least 300 individuals over three years; 2) a two year ambassador program for at least 10 participants; 3) a minimum of 8 community workshops; 4) training for at least six community members Just Communities Practitioners and LEED (Leadership in Energy and Environmental Design) Green Associate accreditation; 5) community environmental health assessments with at least thirty individual participants; 6) a Community Benefits Plan and model Community Benefits Agreement drafted by the leadership team. The expected outcomes include increased involvement of community members in local, state, federal, and other environmental public engagement activities, increased knowledge of environmental public processes and increased trust between community members and government entities.

8. West Anniston, Alabama faces severe environmental pollution, primarily from Monsanto's decades-long discharge of polychlorinated biphenyls (PCBs), which caused widespread soil, water, and health impacts. In addition, hazardous waste from the Anniston Army Depot has contributed to groundwater contamination, leading to its designation as a Superfund site. Environmental justice advocates continue to push for stronger protections and long-term health monitoring.

9. To carry out its work under the Alabama Community Change grant, Earth Island has hired a staff member in Alabama who dedicates 75% of her time to this project. Earth Island is not sure if we will be reimbursed for any of her time or expenses incurred.

10. To date, our subawardee for the Hawaii Community Change grant, Kingdom Pathways, has been doing a lot of community work for free. A staff member would like to move to this project on a full-time basis but has been unable to do so due to the funding freeze.

11. I have made several attempts to talk to EPA staff and obtain some clarity around the status of our grant funds, with no success. I have been told that in EPA Region 4, there are only 3 staff members left out of 17 that were employed in the office in early January. I was informed during a virtual meeting that EPA Region 9 is prohibited from talking to their grantees with environmental justice projects. I was also told that EPA does not have control over the start and stop of the funding freeze related to environmental justice grants, but that DOGE is making these decisions.

12. Per the terms and conditions of our grant award, we are required to incur allowable expenses and then submit requests for reimbursement to the EPA ASAP reimbursement platform.

13. We found out that our grant was suspended when we attempted to submit requests for reimbursement. We received no notification or justification from USEPA that our funding was suspended.

14. Earth Island has not been reimbursed for any of its work currently totaling approximately \$200,000 under the Hawaii Community Change grant.

15. Due to the funding freeze, I have spent many hours tracking the status of the grants. This has been a massive distraction from my other work responsibilities, impacting my overall productivity, and increasing the stress and anxiety I am experiencing.

16. While our grants were awarded to support some of the most vulnerable citizens in Hawaii and Alabama, this funding freeze disproportionately harms these communities. Community partners have been counting on this award and are now forced to live in financial uncertainty. As matters stand, we cannot pay our Kingdom Pathway partners and they cannot create the jobs that would come with this funding.

17. Earth Island continues to work with EPA on other wastewater grants in Anniston, Alabama and Wai'anae, Hawaii to address pollution issues, with EPA advancing community remedies. Those EPA grants have not been frozen, and the key difference in our grant application materials seems to be the inclusion of the term environmental justice in our Community Change Grants. This makes me think that EPA's decisions to continue working with particular communities to address environmental pollution may be influenced by terminology rather than the communities or issues themselves.

18. This funding freeze harms Earth Island's reputation as we have to freeze and perhaps end funding to our partners. We cannot create the jobs, we cannot support Hawaii, we cannot address some of the most pressing issues facing not just Hawaiians, but the tourists who visit that island. In Alabama, we risk the image of being the external partner who is committed to long-term support and is unable to deliver.

19. I am also afraid of potential retaliation for participating in this lawsuit. That is the big fear for anyone who decides that they need to take a stand against the richest man in the world. What will happen to my organization? What will happen to my work and the other communities we support? What happens to my job? I don't make this move with joy in my heart, I take it with all the trepidation that comes with the potential to make powerful enemies. But I have to do this – it's the fair and right thing to do.

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20. As someone for whom management of federal grants comprises up to 90% of my work duties, I am also concerned that the administration may deny Earth Island future funding opportunities because of our participation in this lawsuit.

21. Overall, Earth Island stands to lose over \$220,000 for work Earth Island or Kingdom Pathways has already done under the Hawaii Community Change grant. In addition, we committed about 380 hours of Earth Island staff time and over \$20,000 to help the West Anniston Foundation develop the proposal. We spent over \$8,000 and 110 hours in Earth Island staff time to develop the Wai'anae proposal. Earth Island is also concerned about the roughly \$2,853,000 remaining for the Huliau o Wai'anae award amount and the entire grant amount for the Anniston Foundation.

22. The injury to Earth Island and its interests would be redressed by an order from the Court granting the Plaintiffs the relief they have requested.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States, the foregoing is true and correct.

Executed this 25 day of March 2025.



Sarah Diefendorf

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EARTH ISLAND DECLARATION
EXHIBIT 8-A

J.A. 0860



Community Change Grant Track 2: Section A. Executive Summary

Application Title: Huliau o Wai'anae: Turning Points for a Sustainable Future

Lead Applicant: Capacity Collaborative @ Earth Island Institute

Statutory Partner to the Lead Applicant: Kingdom Pathways (KP)

Contact information:

Lead: Sarah Diefendorf, Director (CC)
sarahd@thecapacitycollaborative.net
+1-415-999-6978

Partner: Joseph K. Simpliciano Jr., (CEO)
kingdompathways.info@gmail.com
+1 (808) 583-6929

Eligibility: Both The Capacity Collaborative @ Earth Island Institute (The Collaborative) and Kingdom Pathways are 501c3 nonprofits. Kingdom Pathways is a Native Hawaiian led organization located within Wai'anae that fosters local engagement, education and collaboration to protect and sustain the environment and resilience of the community. The Collaborative works to build capacity within environmental justice communities across the United States and has been supporting Kingdom Pathway's and Hawaiian Department of Health efforts to engage and educate the Wai'anae community around clean water issues including cesspool conversion and septic maintenance.

Disadvantaged Community to benefit from the projects: The pre-colonization history of Wai'anae Hawaii is one of lush beauty, sustainable agriculture and nourishing freshwater streams. Commercial agriculture, sugar plantations and the overthrow of the Hawaiian Kingdom changed all that. As the US military moved in, accompanied by economic development from Honolulu to Pearl City, Wai'anae, on the Island's western edge, was considered too far from the hubs to be part of the prosperity. As a result, Wai'anae suffered generations of disinvestment and became the traditional dumping ground for landfills, waste management and power plants. "Up and down the Waianae Coast, there are multiple public utilities that service the entire island of Oahu. The only municipal landfill, Waimanalo Gulch, welcomes drivers into Nanakuli. Next door is Hawaiian Electric's Kahe Point power plant. PVT, the only construction waste landfill, is a couple of miles down the road. Campbell Industrial Park, with the island's only waste-to-energy burning facility, sits one town over."¹

This project is intended to address the historically systemic barriers that have prevented indigenous participation in government decision-making. It will initially benefit the Native Hawaiian population of Wai'anae, Hawai'i but eventually expand to incorporate Hawaiian voices from across the Islands. According to the EPA IRA Disadvantaged Communities Map, the city of Wai'anae, and its Native population specifically, are defined as Disadvantaged.

¹ <https://www.civilbeat.org/2021/12/from-sacred-place-to-dumping-ground-west-oahu-confronts-a-legacy-of-landfills/>

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According to EJSCREEN, the current population of Wai'anae is 13,416 with 39% (or 5,232) identifying as Hawaiian/Pacific Islander. However, according to the 2014-18 American Community Survey, Hawaiian/Pacific Islanders account for almost 70% of the population (or 9,391). Either way, this makes Wai'anae the city with the most Native Hawaiians in the state. Also, according to EJSCREEN, 36% of the population is low income and 93% people of color. With an average per capita income of \$27,446, most Wai'anae residents make less than half of the average per capita income (\$64,936) of Honolulu County residents.² When compared to State health indicators, Wai'anae ranks in the 97th percentile for low life expectancy, 82% for heart disease and 97% for asthma. Wai'anae also ranks in the 81st percentile for superfund proximity and 76th for underground storage tanks. At the same time, Wai'anae's residents are fighting the expansion of a nearby landfill, and are prioritized and threatened by the high costs of cesspool conversions that are required by the state by 2050.^{3 4 5} According to State health statistics, Wai'anae also suffers from higher rates of death from cancer⁶, diabetes⁷, infant mortality⁸, and obesity⁹. In response, there is a clear need for community engagement in the decisions that impact their health, quality of life and environment. This proposal seeks to provide the training, education and opportunity to elevate Wai'anae's Native Hawaiian voices to redress environmental injustices at the county, state and federal level.

Grant Award Period and Completion: 1/1/2025 – 12/31/2027. The following task and timetable outline the approach and how the project will be completed within 3 years from the start date. The start date listed above assumes a project award date of January 1, 2025.

EPA Funding Requested: \$3,073,914

Other Sources of Funding: The Native Hawaiian voice is missing when decisions are made about Hawaii's future. This proposal attempts to change that dynamic by creating a structure to educate, train and equip a Kānaka 'Ōiwi Advisory Hui (a Native Hawaiian Environmental Advisory Team) with the tools necessary to inform county, state and federal decision-making. While Native Hawaiians have protested at the gates for over a century, this NOFO provides the first opportunity to build this team with the timeframe necessary to not only train the participants, but build their capacity to fund their efforts past the duration of the Community Change grant. There is no other funding that provides this opportunity now, and perhaps never will be again.

Resubmission Status: This is an original submission

² <https://fred.stlouisfed.org/series/PCPI15003>

³ <https://elecenter.com/1143/environmental-justice-for-native-hawaiians-preventing-landfill-expansion-on-the-waianae-coast/>

⁴ <https://health.hawaii.gov/wastewater/files/2018/09/Act132.pdf>

⁵ <https://seagrant.soest.hawaii.edu/app/>

⁶ <https://www.hawaiihdmatters.org/indicators/index/view?indicatorId=2388&localeId=286893>

⁷ <https://www.hawaiihdmatters.org/indicators/index/view?indicatorId=81&localeId=286893>

⁸ <https://www.hawaiihdmatters.org/indicators/index/view?indicatorId=1259&localeId=286893>

⁹ <https://www.hawaiihdmatters.org/indicators/index/view?indicatorId=54&localeId=286893>

Section B. Project Workplan

1. Addressing Track II Objectives: Building Meaningful Voices and Facilitating Engagement of Disadvantaged Communities

Huliau o Wai'anae is an innovative program dedicated to creating a turning point for the Wai'anae community by implementing data and science driven programs for environmental sustainability and community well-being. The initiative focuses on harnessing traditional knowledge and modern technology to foster intergenerational learning and collaborative problem-solving to inform government at the county, state and federal levels. Through hands-on activities, workshops, education, and community gatherings, Huliau o Wai'anae aims to empower residents to engage in meaningful actions that promote a sustainable and thriving future for Wai'anae.

Huliau o Wai'anae features three key projects that facilitate engagement of a disadvantaged communities in State and Federal advisory groups, workshops, rulemakings, and other public processes. The projects focus on building a community advisory team and providing education and training to the indigenous residents of Wai'anae.

Kānaka 'Ōiwi Advisory Hui (Hui): In order to break down systemic barriers, and build a meaningful voice in government decision-making processes, a council of native Hawaiian leaders will be created to serve as an environmental advisory team linking the community to government decision makers. The Hui will provide guidance and wisdom and ensure that the project initiatives align with cultural values and community needs and translate those needs through meaningful engagement public officials. Additionally, starting in year one, the Hui will be trained in multiple skills to augment their effectiveness when serving as a bridge between the community and government. Curriculum will include: 1) building leadership skills from root cause analysis to effective communications, 2) educating on local environmental issues including septic and cesspool management, clean water and air quality, 3) fostering understanding of government processes from zoning and permitting to infrastructure development, 4) supporting advocacy expertise so that Hui members can effectively educate elected and other public officials and 5) teaching fundraising and grant writing to ensure long-term sustainability of the Hui as it grows and matures. The Hui will be designed to effectively address and educate critical decision-makers and advocate on the indigenous community's behalf.

Huli Kānaka Citizen Science Program (HK Program): While the Hui will serve as the voice of the community at the government levels, they cannot do it alone. In order to effectively work with and from the community, local Native Hawaiians in Wai'anae will be trained as well on the environmental issues that impact the city. The HK Program will offer a range of citizen science opportunities to learn how to test and take water samples, monitor air quality and recognize the signs of environmental contamination from wastewater and other pollutants. The HK Program will be designed to engage community members in scientific research and data collection to monitor and protect the local environment, empowering residents with the knowledge to make informed decisions and guide the Hui. The HK Program will also serve to meaningfully incorporate community input that can direct the Hui towards equitable advocacy on a wide range of issues including cesspool conversion, landfill expansion, climate resilience and other environmental policies and actions.

Kupuna and Keiki Fellowship (the Fellowship): The key to long-term sustainability of this effort is to infuse environmental education throughout Wai’anae. From elders to youth, all residents must feel that they can have a voice in their future. At the same time, fostering solidarity and sustainability across generations builds community bonds and strength. The Fellowship will promote intergenerational learning by pairing elders (Kupuna) with children (Keiki) to share traditional knowledge and skills, fostering a sense of community and continuity. Workshops will be provided to educate Kupuna and Keiki and they will work together on environmental issues of their choosing. The Fellowship will also serve as a voice that will also be encouraged to inform the Hui about issues unique to those who are often least heard, youth and elders.

Community Health Assessment: In addition to the three programs described above, this project also proposes to implement a community health assessment of the Native Hawaiians in Wai’anae. The health assessment will be implemented in year one of the grant and focus on those ailments that are not currently identified by the local health department, such as water borne infections. It is critical to understand how water and air contaminants are impacting local residents. The health assessment will collect data from households and provide health guidance and education for the community broadly and the Hui specifically, so they can better advocate on the community’s behalf. The health assessment will also establish a baseline by which the Hui can assess their success through government engagement.

Outer-Island Convention: In the third year of the grant this project proposes to expand its reach to other disadvantaged Native Hawaiian communities on Oahu and across the other islands. An Outer-Island Convention will be hosted by Kingdom Pathways to inform other Native communities about the project and educate them on how they can both join the Wai’anae Hui and/or establish one of their own. The intent of the convention is to grow the Native voice so that indigenous knowledge and engagement is regularly accepted throughout governmental processes.

Facilitating Engagement: Enabling Two-Way Communications

This project would provide two-way communication and feedback to address environmental justice issues that impact Wai’anae. Native Hawaiian voices deserve to be heard, especially in state and federal rulemaking and public processes related to environmental and climate justice. To achieve this, the project will employ regular community meetings, focus groups, and assessments to gather input and feedback, utilizing social media platforms, newsletters, and local media to share information and promote participation. Digital platforms like Zoom and Google Forms will enable virtual meetings and efficient feedback collection, while interactive technologies like polling and Q&A tools will gauge community sentiment and address questions in real-time.

Community Education: The project will also conduct training sessions at Neighborhood Board Meetings and other gatherings to educate community members about the processes and importance of their involvement in local and governmental procedures. These sessions will cover the basics of local government functions, the vital role of community involvement, and step-by-step guidance on participating in governance activities. Participants will learn effective communication with officials, how to utilize available resources, and stay informed about

meetings and policies. Interactive activities, such as mock town hall meetings and role-playing scenarios, will enhance learning, with guest speakers from local government and community leaders providing insights. Follow-up materials will be provided for further reference. This initiative aims to empower community members to take an active role in local governance, fostering informed decision-making and active participation.

Breaking Systemic Barriers/Playing a Meaningful Role: The Wai'anae Kaiāulu (community) is comprised of a majority of people of Native Hawaiian descent, facing significant challenges such as low income and living in multi-generational homes. As stewards of the native lands, Native Hawaiians recognize the urgent need to empower themselves and future generations to use their voices effectively. No longer can they afford solely to protest injustices; they must take proactive steps to address them through government engagement.

This project is pivotal in equipping Native Hawaiians with the knowledge and skills needed to advocate for climate justice and environmental stewardship. By educating themselves through environmental education, advocacy training, and citizen science initiatives, this project will foster a deeper connection to ancestral lands while actively shaping a sustainable future.

Through initiatives like the Kupuna (elder) and Keiki (child) fellowships, intergenerational collaboration is encouraged and the preservation of traditional knowledge (Ike Kupuna), is ensured so that cultural heritage remains a guiding force in the community's journey towards resilience and empowerment.

By forming a Kānaka 'Ōiwi Advisory Hui, the community seeks to amplify their voices in decision-making processes that directly impact the community. This project isn't just about addressing environmental challenges; it's about reclaiming the narrative, forging a path toward a more equitable and thriving community, and reinstating the Native Hawaiian voice in Hawaii's future.

Addressing Lack of Access

This project aims to address the Native Hawaiian's lack of access and weak relationships with governmental entities by fostering cross-sector partnerships, establishing an advisory Hui, and hosting town halls and webinars. These efforts ensure community voices are included in decision-making processes and accessible platforms are provided for engagement. By supporting community-led initiatives and organizing public forums, points of access will increase, and cooperative channels will be created with government agencies. Additionally, multimedia presentations are currently used to effectively communicate the lived experiences and concerns of the community, promoting environmental and climate justice collaboratively.

In reality, there are a number of government offices and elected officials that want to hear from the Native Hawaiian voice, but they either do not have an avenue for connection, or the local community does not understand how to communicate their needs. As a result, anger and frustration have replaced cooperation and misunderstandings occur on both sides of the aisle. For example, in 2023 the State Department of Health (DOH) employed the Capacity Collaborative to work with Kingdom Pathways to better understand Wai'anae's perceptions of wastewater, cesspool conversions and septic management. For DOH, this was their first real foray into the

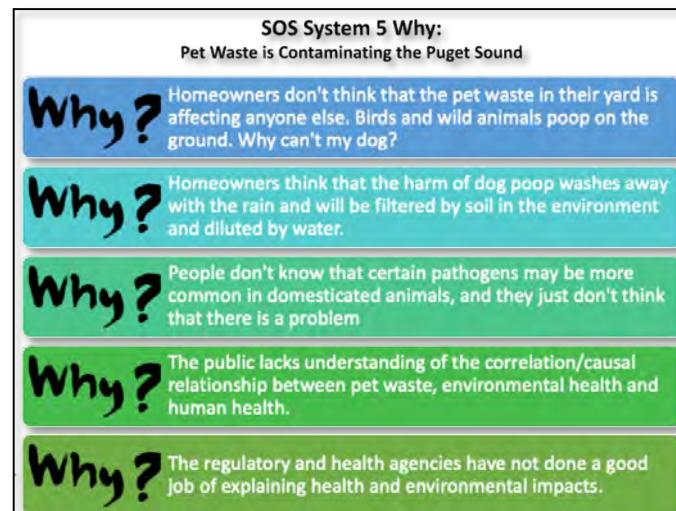
community and they asked The Collaborative to develop a process to engage and listen to the community. The Collaborative worked with Kingdom Pathways on a Community Conversation Mapping exercise that allowed community members to speak directly to State government. As a result, Wai'anae residents shared their concerns over wastewater generally and cesspool conversions specifically and the DOH received recommendations on critical actions they needed to take to reduce misconceptions and garner community support. By the end of this cooperative exercise, discussion has turned from barriers to opportunities.

This example clearly shows that what was missing in the community was an organization like a Hui, that could bring the community voice directly to the state government. The Conversation Map exercise also emphasized the need for community education on wastewater and cesspool conversion. Since that exercise, DOH has continued to work with The Collaborative and Kingdom Pathways and they support this effort as a way to engage communities on critical issues that demand community understanding and support. They are particularly excited to work with the proposed Hui since that concept will provide an access point and two-way channel to the Native community that they have historically lacked. DOH has also asked The Collaborative to develop a community engagement and communications plan that will assist their efforts to continually engage Island residents. In addition to DOH, State Representative Darius K. Kila has also expressed his strong support for this effort and has provided a letter of support and in his own words: "As a member of the Native Hawaiian Intellectual Property Working Group, I am eager to commit to working with the Advisory Hui to understand the Native Hawaiian perspective better and incorporate it into future decisions."

Understanding the Root Cause

This project will assess the root causes of environmental and climate issues in a number of ways so government leaders and decision-makers are better prepared to proactively address concerns before issues materialize.

Figure 1: The SOS System and Five Why



For the Hui, HK Program and the Fellowship, Root Cause Analysis training will be provided through a process developed by The Collaborative called the SOS (Seeds of Solutions) System. SOS is a systemic process that allows participants to understand the roots of a problem, and develop effective communications in response. In this training, The Collaborative walks participants through a 5-Why process to help them identify potential root causes for their complex and complicated problems. Through the simple act of asking why, issues are narrowed down to their true origins, or their roots. This is followed by crafting problem and

opportunity statements and then recognizing and testing assumptions. Once an opportunity is clearly identified, the training moves into audience targeting, communications and messaging. The final results include an action and engagement plan that is homegrown and grounded in a systemic analysis of a complex issue. The graphic above presents a single 5-Why analysis completed by county health and environmental departments surrounding Puget Sound, over fecal coliform contaminations spread by per waste.

Kingdom Pathways will also enhance government leader's understanding of environmental and climate justice issues impacting disadvantaged communities through targeted education and training, including seminars on environmental justice issues and field visits to affected areas. Collaboration with academic institutions will allow community members to conduct their own research and study potential root causes to develop evidence-based policy recommendations. Regular communication and feedback mechanisms will be established, including advisory committees and feedback loops, to ensure ongoing dialogue and responsiveness. Transparency and accountability will be promoted through public meetings and posted meeting minutes, while intergenerational knowledge sharing will be supported through the Fellowship that integrates traditional knowledge into modern practices and educates younger generations on environmental stewardship and advocacy.

2. Project Collaboration and Participation

Personal outreach efforts were conducted through calls to community members and stakeholders to introduce the project and gather feedback. The response was positive, with community members agreeing that the project would be beneficial. Feedback from these calls was analyzed and integrated into the project design, focusing on key areas such as environmental education, citizen science programs, intergenerational collaboration, and community representation in decision-making.

Kingdom Pathways (KP) and its founder have been working and living in Wai'anae for decades. As a Native Hawaiian led organization it has garnered the trust of the larger indigenous community. As the organization "on the ground," Kingdom Pathways will maintain constant and open communication with the community as they always have. Their focus is on protecting the land (Āina) and water (Wai) and through those efforts they consistently connect with and listen to community members. Some examples of their programs that integrated community input into their efforts include the following. This project will incorporate similar engagement processes which included community meetings (live and online), surveys, informational interviews, seminars, workshops and other outreach methods described throughout the proposal.

In the Beach Restoration Project at Poka'i Bay, KP coordinated a comprehensive restoration effort involving habitat restoration, community engagement, and collaboration with local schools and organizations, resulting in improved water quality, enhanced flood mitigation, and increased biodiversity. Driven by community needs and feedback, KP effectively managed a diverse group of volunteers, scientists, and local stakeholders to achieve these goals.

The Wai'anae residents had been asking for improvements to their breakwall for years. In response KP implemented the Breakwater Wall Rehabilitation Initiative, leading advocacy efforts and detailed planning for the repair of a critical breakwater wall, securing funding and

support for the project, and ensuring coastal protection and community safety. KP coordinated efforts between government agencies, local schools, and community members to drive this project forward.

The Water Quality Monitoring Program, implemented by Kingdom Pathways in partnership with the Surfrider Foundation, the Blue Water Task Force, and Wai'anae High School Marine Science Lab, established a Department of Education Lab. This initiative empowers students to become citizen scientists, actively engaging in the collection and analysis of water quality data. By participating in this program, students contribute to a reliable database of water quality metrics, providing valuable insights for our community. This hands-on experience not only enhances students' scientific skills but also fosters a sense of environmental stewardship, community involvement and career pathways. KP deployed trained volunteers and staff to conduct regular testing and reporting, ensuring accurate and timely data collection.

Kingdom Pathways, in collaboration with the Hawaii Department of Health and facilitated by The Collaborative, has successfully identified pollution sources and developed mitigation strategies for cesspool conversions and septic maintenance. KP achieved this through onsite surveys, Zoom meetings, and community meetings that facilitated discussions about possible mitigation efforts and solutions. This approach has enhanced communication between the State of Hawaii, City and County, stakeholders, and Wai'anae community members. This ongoing effort has allowed KP to effectively address environmental concerns and work towards sustainable solutions for our community's water quality.

The Coral Restoration Project, in partnership with the Division of Aquatic Resources (DAR) and Kuleana Corals, focused on restoring damaged coral reefs, leading to improved coral health and resilience. KP has proposed the removal of the mooring buoys in Poka'i Bay, which involves changing the State of Hawaii boating rules to prohibit mooring in the area. This proposal, which aims to improve safety, cleanliness of water quality, and cultural preservation, involved community stakeholder input, newspaper notifications for input and feedback, and posted meeting minutes on the website. The project is still ongoing, awaiting a Ka Pa'akai analysis to move forward.

Establishing and Maintaining Trust

To maintain ongoing engagement during the grant performance, there will be regular communication through quarterly meetings and community newsletters to keep stakeholders informed and involved. Periodic surveys, focus groups, and online forums will be used to gather ongoing feedback. Additionally, the Kānaka 'Ōiwi Advisory Hui will be regularly consulted to review progress and advise on adjustments. Transparency and accountability will be ensured through progress reports and clear documentation of feedback implementation. For long-term engagement, sustainable communication channels, such as email addresses and suggestion boxes, will be established for ongoing feedback. Capacity building will be promoted through training programs and leadership development to empower community members. The project will also employ adaptive management to respond to evolving needs and challenges.

All of the above efforts will establish and maintain trust through transparency between the community and the project partners. Trust between the community and the government will need

to be earned through positive results and ongoing open communication. As a result of the Conversation Mapping exercise described above under “Addressing Lack of Access” several recommendations were made to the State in order to increase trust and understanding, which included an ongoing online FAQ, a wastewater hotline, clarification on government roles, financial support and a community engagement and outreach plan. It is now the government’s turn to show that they can be trusted to respond. If this proposal is successful, it will be the Hui’s job to ensure positive government action that will generate trust.

History of Working with Disadvantaged Communities & Other Stakeholders

The Collaborative under its current and former name (Environmental Finance Center West), has been working to build capacity in environmental justice and disadvantaged communities for over 20 years. Currently The Collaborative is working with Hawaii DOH to help them explore wastewater issues in disadvantaged communities, including Wai’anae, across the state. In addition to its ongoing work with Hawaii, The Collaborative has worked with over 50 Native American Tribes across the southwest on drinking water, wastewater, solid waste, and climate resilience. Currently The Collaborative is working in: 1) Puerto Rico to help small disadvantaged mountain communities access safe drinking water, 2) Alabama to help the disadvantaged communities of Anniston and Goodwater address wastewater and legacy contaminants, 3) Hoopa Valley Tribe to prepare their Climate Adaptation Plan, and 4) Yavapai Apache to develop a compost management plan. These are just a few of the projects that work to address the gaping need to build capacity with and for disadvantaged rural and small communities impacted by poverty, neglect and racism. To achieve the goals, The Collaborative has worked with multiple stakeholders including Tribal Councils and agencies, local, county and state governments, federal agencies including EPA, universities, charitable foundations and other NGOs throughout the United States.

As described above, Kingdom Pathways has a proven track record of successfully managing and executing environmental and community-focused projects, in the disadvantaged community of Wai’anae. Kingdom Pathways was founded in response to the homelessness in the community and the beaches and parks in disrepair. In response, KP worked to seek solutions and bridge the gaps in understanding community needs and championing their correction. Working closely with the community, state and county departments, and elected officials, KP advocated for funding to tackle these issues. By fostering community engagement and collaboration, Kingdom Pathways aims to protect and sustain the environment while supporting the well-being and resilience of the community.

3. Project Linkages

This project has the potential to be transformative by shifting a disadvantaged and disenfranchised community from voiceless to empowered, through their own visions of well-being and resilience. Huliau o Wai’anae will create platforms to advocate for change and influence public policy through the Hui, HK Program and Fellowship. This community-led effort will engage county, state and federal agencies and elected officials, and raise Wai’anae voices to promote grassroots change.

In the process, community capacity will be maximized as residents are educated on and participating in environmental issues, and youth and elders are heard and involved in local

decisions and Hui initiatives. For the overburdened and underserved community of Wai'anae, and for the colonized and disenfranchised Native Hawaiians, this opportunity has the potential to influence their future in a way that cannot be realized by any other opportunity.

Finally, the team recognizes that this effort will likely uncover other external factors and emerging issues. Climate change, while not the initial focus, will likely act as an amplifier on various environmental problems, especially wastewater. The community's proximity to a landfill and Superfund site has already impacted water quality and reduced the quality of life that so many associate with the beauty of Hawaii. By establishing this program, the community will be better equipped to face the expected and unexpected challenges in the future.

4. Program Budget Description

Reasonableness of the Budget: Each cost component has been justified based on market rates and historical expenditure data. For instance, the personnel costs are based on current salary scales and anticipated effort levels, ensuring they are both reasonable and necessary for project success. Travel is based on actual travel costs to Hawaii. All costs adhere to the grant's allowability criteria. To ensure efficient and timely expenditure of grant funds the project manager will oversee all financial aspects, with regular budget reviews conducted to monitor spending against projections. Expenditures will be tracked through a detailed financial management system at Earth Island Institute, and all major costs will require approval from the project manager. Our financial reporting will include monthly budget reports and quarterly reviews to ensure expenditures align with the project's 3-year timeline, milestones and deadlines. Any potential delays will be addressed proactively to prevent exceeding the grant period.

Cost Effectiveness: This proposal strives to apply as much funding as possible to the people of Wai'anae. Kingdom Pathways will receive 66% of the funding for which it will hire 21 full and part time staff from the community to achieve the goals of the Huliau o Wai'anae. Key members of the staff will be instructed on private and federal grant writing so they can access funds well past this grant period and train others in the future. Indirect cost amounts for Kingdom Pathways exceeds those of the Capacity Collaborative and while the federally negotiated rate for Earth Island Institute is 20.72%, the indirect rate request has been reduced to 15% to increase the funding allotted to Kingdom Pathways.

Plan and Timelines

The project will employ a robust framework for tracking and measuring progress, ensuring the achievement of expected project outcomes and outputs. In the first three months, we will focus on developing metrics and milestones, including the collection of baseline data on water and air quality, community health, and environmental conditions, and establishing clear, quantifiable benchmarks for each project component. Quarterly monitoring and reporting will involve regular water and air quality monitoring, periodic health assessments to measure improvements in community health indicators, and the preparation and dissemination of quarterly progress reports detailing milestones achieved, challenges faced, and adjustments made. Annual reviews and adjustments will include comprehensive evaluations to assess overall progress against the initial benchmarks and goals, incorporating feedback from community members and stakeholders to refine and improve project strategies. At the end of year three, we will perform a comprehensive

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impact analysis to evaluate the project's success in achieving its goals and prepare a detailed final report summarizing outcomes, lessons learned, and recommendations for future initiatives.

Long-Term Sustainability

The partners have developed a strategic plan to ensure the sustainability of the project and its outcomes beyond the three-year grant period. By leveraging community support, the project will strengthen partnerships with local organizations, schools, and government agencies to continue collaborative efforts and develop volunteer programs to engage community members in ongoing environmental monitoring and advocacy. To secure additional funding, the project will teach grant writing and will apply for grants from federal, state, and private sources. The project will institutionalize programs by integrating environmental education into local school curricula to ensure ongoing youth engagement and maintaining the Kānaka ‘Ōiwi Environmental Advisory Hui for continuous community representation in environmental decision-making. Additionally, the project will build capacity by continuing to offer training programs for community members and leaders and supporting the development of local leaders who can advocate for environmental and climate justice.

Quality and Specificity of Outputs and Outcomes

We expect several outputs from this project. Educational workshops and training sessions will include at least 3 workshops annually on environmental education, advocacy, and citizen science. Citizen science programs will engage at least 25 community members annually in water and air quality monitoring. The Kupuna (elder) and Keiki (child) Fellowships will award 5 fellowships annually to foster intergenerational collaboration and knowledge sharing. A community health assessment will be conducted to establish a baseline and track improvements in community health indicators. Five community members will be accepted into and trained for the Hui. The expected outcomes include measurable improvements in water and air quality indicators over the project period, a reduction in health issues related to environmental factors as evidenced by health assessment data, higher levels of community participation in environmental advocacy and decision-making processes, and the adoption of sustainable practices by community members, leading to long-term environmental benefits.

5. CBO Experience and Commitment

The Collaborative was initially established as Environmental Finance Center West (EFCWest) in 1994 and has worked with marginalized communities and Tribes for over 20 years. EFCWest became The Capacity Collaborative in 2023 to better reflect its full range of expertise as a CBO in service to environmental justice and disadvantaged communities across the United States and East Africa. The Collaborative offers a systemic approach that integrates environmental protection with tools and technical assistance to foster leadership, managerial, financial and communications skills. Through decades of grassroots engagement and organizing, the team protects the environment while building and catalyzing capacity. The Collaborative has worked on several issues in Hawaii including green business development, communications planning for Hawaiian Homelands, and currently with DOH and Kingdom Pathways on wastewater issues.

As described above, Kingdom Pathways has a proven track record of successfully managing and executing environmental and community-focused projects, in the disadvantaged community of Wai'anae. Kingdom Pathways is located within the community of Wai'anae and the founder and executive director lives in the community. The organization was founded in response to the needs of the Native Hawaiian community in Wai'anae and has built its reputation through community engagement and action. Kingdom Pathways is led by Native Hawaiians, for Native Hawaiians in the Wai'anae community it serves, which is the focus of this application.

6. Programmatic and Managerial Capability and Resources

Capacity Collaborative Managerial/Organizational Experience

The Capacity Collaborative annually manages multiple federal and non-federal grants focused on technical assistance and training (TAT) across the United States and Africa. With a staff of sixteen employees located in California, Alabama, Hawaii, Michigan, Puerto Rico, North Carolina, New Mexico, Kenya and Uganda, The Collaborative maintains expertise in managing multiple projects across several different geographies. The Collaborative team for this project will be led by Sarah Diefendorf, Executive Director, Elaine McCarty, Associate Director and Carmen Guzman Simpliciano, Senior Associate. Sarah has directed The Collaborative for over 20 years and has a wide range of TAT experience leading a CBO that serves Tribes and disadvantaged communities. Elaine has worked for The Collaborative for ____ years, has an MBA in Sustainable Enterprise, is well-versed in TAT and maintains expertise in federal reporting and financial oversight. Carmen lives in Wai'anae, has worked for Kingdom Pathways and has successfully coordinated and led multi-stakeholder efforts in Wai'anae. All three resumes are included in the Partnership Agreement.

Kingdom Pathways has a proven track record of successfully managing and executing environmental and community-focused projects, demonstrated through past and ongoing initiatives. As is shown in the projects discussed above under Project Collaboration and Participation, Kingdom Pathways works with multiple community stakeholders to achieve success. They have managed multiple projects from beach restoration to breakwall rehabilitation, all with community input and participation. The founder and executive director Joseph Simpliciano, has overseen all Kingdom Pathway projects, including managing budgets, reporting and milestones. Joseph lives in Wai'anae, where he returned after serving in the United States Army from 2008-2017. His resume is included in the Partnership Agreement.

Resources, Capacity, Capabilities and Staff

The Collaborative Executive Director, Sarah Diefendorf, has managed federal projects for over 25 years and will be the project manager for this effort. Local oversight for The Collaborative in Wai'anae will be provided by Carmen Guzman-Simpliciano. Elaine McCarty will provide additional project management support. All Collaborative staff will provide training and education for the Hui, HK Program and Fellowship. Financial oversight will be provided by Earth Island Institute, described in more detail below.

The Kingdom Pathways Project Manager will be Joseph Simpliciano. Joseph has managed multiple projects for the US Army where he has served as an executive administrative assistant

in a department with over 900 employees. Joseph will oversee the hiring and management of new employees for this effort, which will build Kingdom Pathways capacity to support the community over the long term.

Milestone Schedule

The following schedule reflects the major milestones for this project. Milestones and tasks will also be tracked using Smartsheet, which allows multiple users to view timelines and workflows to keep work products on time and within the budget. Quarterly reports will be generated to ensure timely completion of milestones and regular management meetings will be implemented to address any barriers to completion. The Partnership understands that there will be no extensions for this project and all funds must be expended by the end of the three-year period. All project staff will be provided with guidance on federally allowable and reasonable costs for this effort.

Figure 2: Project Schedule ad Milestones

	2025				2026				2027			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Grant Executed												
Hire staff												
Develop Curriculum												
Implement Hui & Fellowship												
Implement HK Program												
Implement Health Assessment												
Community Listening Sessions												
Outer Island Convention Planning												
Convention Marketing												
Convention												
Community Report												
EPA Quarterly Reports												

Legal and Financial Controls

Earth Island Institute (EII), the fiscal sponsor for this project, is audited annually and maintains total current assets of over \$40 million, including multiple state, federal and private grants. It is responsible for overseeing approximately 80 projects of which the Capacity Collaborative is one. Earth Island Institute uses the Fund EZ accounting system to track and manage program funds and conforms to US Generally Accepted Accounting principles. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 and the provisions of the American Institute of Certified Public Accountants (AICPA) Audit and Accounting Guide for Nonprofit Organizations. Charity Navigator (the largest nonprofit evaluator in the United States) ranks EII as a “Great”

organization with a 94% rating that reflects Accountability and Finance, Culture and Community and Leadership and Adaptability.¹⁰

Since 2018, EII has maintained a Whistleblower Policy to facilitate open and honest communication concerning its governance, finances, and compliance with law, policy, and ethical principles. This Policy applies to all directors, officers, employees, and volunteers of Earth Island. Every Earth Island associate is encouraged to report waste, fraud and other abuses (including violations of law; fraud, theft or embezzlement; improper financial transactions or use of Earth Island assets; accounting, internal controls or auditing irregularities such as undocumented transactions or misleading financial reporting; kickbacks; improper concealment or destruction of Earth Island records; and other dishonest activities) to the Director of Human Resources or Executive Director. Should the abuse involve both those individuals, or feels that the issue has not been effectively addressed, then they are encouraged to report to any board member.

7. Past Performance

The Capacity Collaborative (under its former name Environmental Finance Center West) has successfully managed federal grants from USDA, EPA, and BIA for over 20 years, individually and as part of the Environmental Finance Center Network. Grants are managed through CC and Earth Island Institute staff to maintain fiscal integrity. Three recent grants include the following.

USDA Solid Waste Management Grant FY 2022/23 - \$175,100

Project Officer: Christina Swegles, christina.swegles@usda.gov

Successful Completion: For this project the CC successfully completed six virtual workshops, eight in-person technical assistance efforts (TAs), one climate toolkit update and one evaluation project for Native American Tribes in CA, NV, AZ and NM. Due to reservation Covid closures that slowed the work, a no-cost extension was requested to complete the technical assistance requirements. Work was completed within three months of the original end-date.

Progress Reporting: All quarterly and final reports were submitted on time. Outputs (workshops, TAs etc.) were tracked using Google docs and spreadsheets by number of attendees, in-person assessments, and materials produced. Online or in-person evaluations were included to assess understanding, learning and implementation (outcomes).

USDA Training and Technical Assistance Grant FY 2022/23 - \$81,200

Project Officer: Christina Swegles, christina.swegles@usda.gov

Successful Completion: For this project the CC successfully completed three workshops, a demonstration project and three one-on-one technical assistance efforts with small water systems and local governments in Puerto Rico.

¹⁰ <https://www.charitynavigator.org/ein/942889684>

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Progress Reporting: All quarterly and final reports were submitted on time. Outputs (workshops, TAs etc.) were tracked using Google docs and spreadsheets by number of attendees, in-person assessments, and materials produced. Online or in-person evaluations were included to assess understanding, learning and implementation (outcomes).

USEPA Providing Integrated Technical, Managerial, and Financial Training and Technical Assistance for Wastewater Treatment Works Cooperative Agreement - FY 2022-24 - \$284,036

Project Officer: Adriana Felix-Salgado, Felix-Salgado.Adriana@epa.gov

Successful Completion: For this effort, the CC was part of a larger EPA Treatment Works grant led by the University of New Mexico and that included the introduction of Closing America's Wastewater Gap. The CC wrote two blogs, prepared two educational videos, and held fourteen trainings across the continental United States, Puerto Rico and Hawaii.

Progress Reporting: The CC completed all tasks on time and tracked progress through an online software program called Smartsheet. Smartsheet allowed all project partners to track tasks, progress, manage calendars and share documents through a tabular interface. As part of Closing America's Wastewater Gap efforts with the San Carlos Apache, the CC participated in online and in-person tracking meetings and contributed to the overall reporting to EPA and the Tribe.

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**EARTH ISLAND DECLARATION
EXHIBIT 8-B**

J.A. 0876

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 <p>U.S. ENVIRONMENTAL PROTECTION AGENCY</p>	<p>U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p>Grant Agreement</p>	GRANT NUMBER (FAIN): 97T28901	DATE OF AWARD
		MODIFICATION NUMBER: 0	12/19/2024
		PROGRAM CODE: 5F	
TYPE OF ACTION New		MAILING DATE	12/24/2024
PAYMENT METHOD: ASAP		ACH#	90093
RECIPIENT TYPE: Not for Profit		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
RECIPIENT: EARTH ISLAND INSTITUTE INC 2150 Allston Way Suite 460 Berkeley, CA 94704-1375 EIN: 94-2889684		PAYEE: EARTH ISLAND INSTITUTE INC 2150 Allston Way Suite 460 Berkeley, CA 94704-1375	
PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST	
Sarah Diefendorf 2150 Allston Way Suite 460 Berkeley, CA 94704-1375 Email: sarahd@thecapacitycollaborative.net Phone: 415-999-6978	Kyle Spatz 1300 Pennsylvania Ave, OSAPE Washington, DC 20460 Email: Spatz.Kyle@epa.gov Phone: 202-564-3201	Eric Tovar Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: Tovar.Eric@epa.gov Phone: 415-972-3396	
PROJECT TITLE AND DESCRIPTION Inflation Reduction Act – Environmental and Climate Justice See Attachment 1 for project description.			
BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
01/01/2025 - 12/31/2027	01/01/2025 - 12/31/2027	\$ 3,073,914.00	\$ 3,073,914.00
NOTICE OF AWARD			
Based on your Application dated 08/01/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 3,073,914.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 3,073,914.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS	ORGANIZATION / ADDRESS		
U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105	U.S. EPA, Region 9, Environmental Justice, Community Engagement, and Environmental Review Division, CED-1 R9 - Region 9 75 Hawthorne St San Francisco, CA 94105		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer			DATE 12/19/2024

J.A. 0877

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EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 3,073,914	\$ 3,073,914
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 3,073,914	\$ 3,073,914

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.616 - Environmental and Climate Justice Block Grant Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	25125WB068	2226	BSF5	WF	000W57XK1	4140	-	-	\$ 3,073,914
									\$ 3,073,914

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Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 635,573
2. Fringe Benefits	\$ 120,759
3. Travel	\$ 108,750
4. Equipment	\$ 0
5. Supplies	\$ 16,700
6. Contractual	\$ 0
7. Construction	\$ 0
8. Other	\$ 2,047,579
9. Total Direct Charges	\$ 2,929,361
10. Indirect Costs: 0.00 % Base	\$ 144,553
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 3,073,914
12. Total Approved Assistance Amount	\$ 3,073,914
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 3,073,914
15. Total EPA Amount Awarded To Date	\$ 3,073,914

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Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA) to Earth Island Institute. Specifically, the project will implement data and science driven programs for environmental sustainability and community well-being to residents of Wai'anae. The work will be focused on harnessing traditional knowledge and modern technology to foster and develop intergenerational learning and environmental understanding to help inform government decision-making at the federal, state, and local levels. The project will develop and create educational activities, tools, workshops and community gatherings to further this goal and empower the residents of Wai'anae to promote a sustainable future.

This assistance agreement provides full Federal funding in the amount of \$3,073,914. See terms and conditions.

The activities include creation and training of an environmental advisory council of native Hawaiian leaders, implementation of a citizen science program that includes training and empowering residents to conduct simple environmental monitoring assessments, and establish workshops to disseminate knowledge from elders to children, fostering a sense of community. In addition to these activities, the project also plans to implement a community health assessment of Native Hawaiians in Waia'nae.

The anticipated deliverables include educational workshops, training sessions that inform on environmental education, advocacy and citizen science. Citizen science programs will engage residents in air and water quality monitoring. The project will also award fellowships to foster intergenerational collaboration and knowledge sharing between the elders of the community and the younger generation of citizen scientists.

The expected outcomes include an improvement water and air quality indicators, reduce health issues related to environmental factors, and promote a higher level of community engagement in environmental and sustainable education.

The intended beneficiaries are disadvantaged communities.

A subaward to Kingdom Pathways (\$2,040,679) will focus on community engagement activities, including community meetings (live and online), surveys, informational interviews, seminars, workshops and other outreach methods. Kingdom Pathways will hire 21 full and part time staff from the community to achieve the goals of the Huliau o Wai'anae.

Administrative Conditions

Administrative Conditions "A" thru "F" below apply. In addition please refer to the paragraph below for General Terms and Conditions.

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **June 30 or September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **September 30 or December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (Per 2 CFR § 200.344(b), the recipient must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR § 200.319. In accordance with 2 CFR § 200.324, the recipient and subawardee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications. *State and Tribal government entities must follow procurement standards as outlined in 2 CFR § 200.317.*

C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at <https://www.epa.gov/grants/epa-grantee-forms>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the **Simplified Acquisition Threshold (SAT) currently set at \$250,000** (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments

and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 4A when completing the form.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "Final Report (project completed)" in section 1B of the form.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to GrantsRegion9@epa.gov and the EPA Grants Specialist identified on page 1 of the award document.

D. Subaward(s)

The recipient's approved budget includes subaward(s). As applicable, the recipient will comply with the General Term and Condition on reporting of first tier subawards to www.frsr.gov per "Reporting Subawards and Executive Compensation" requirement.

E. New Recipient Training Requirement

The recipient agrees to complete the [EPA Grants Management Training for Applicants and Recipients](#) and the [How to Develop a Budget](#) training within 90 calendar days of the date of award of this agreement. The recipient must notify the EPA Grant Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to [RAIN-2024-G01](#).

The recipient is precluded from drawing down funds under this assistance agreement until such time the recipient receives from EPA written confirmation of completing the required online courses. Please note, any costs incurred prior to receiving EPA confirmation are at **Earth Island Institute INC's** own risk. If **Earth Island Institute INC's** fails to respond or is unable to satisfactorily address all identified deficiencies within 90 days of the award date of this assistance agreement or within any extension of time granted by EPA, the agreement may be terminated. Noncompliance with this term and condition may result in adverse action by EPA per 2 CFR § 200.339.

F. Pre-Award Administrative Capability

Earth Island Institute INC's pre-award certification review was initiated but is not completed. EPA's policy for awarding financial assistance in excess of \$200,000 to non-profit organizations requires an Administrative Capability Assessment review of the recipient's administrative and financial management systems to be completed **prior** to the recipient drawing down any EPA funds per [EPA Order 5700.8](#). Because EPA has not yet completed the review, **Earth Island Institute INC's** is precluded from drawing down funds under this assistance agreement until EPA provides written confirmation of the completion of the assessment with satisfactory results. Please note, any costs incurred prior to EPA approval are at **Earth Island Institute INC's** own risk. If **Earth Island Institute INC's** fails to respond or is unable to

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satisfactorily address all identified deficiencies within 90 days of the award date of this assistance agreement or within any extension of time granted by EPA, the agreement may be terminated. Noncompliance with this term and condition may result in adverse action by EPA per 2 CFR § 200.339.

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Programmatic Conditions

The recipient agrees to comply with the current EPA Community Change Grants Programmatic Terms and Conditions, available at: <https://www.epa.gov/inflation-reduction-act/epa-community-change-grants-program-terms-and-conditions>.

These terms and conditions are in addition to the [General Terms and Conditions](#), additional programmatic terms and conditions, and the administrative terms and conditions included in the EPA award document.

**** End of Assistance Agreement ****

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**EARTH ISLAND DECLARATION
EXHIBIT 8-C**

J.A. 0885

December 2024 Updates to the YES4EJ Workplan shown here in Blue for ease in tracking
January 2025 Updates shown in Purple

Section A. Executive Summary

Application Title: Youth Empowerment Strategies for Environmental Justice (Yes4EJ)

Lead Applicant: West Anniston Foundation

Statutory Partner to the Lead Applicant: The Capacity Collaborative, a program of Earth Island Institute

Contact information: Tycoma Miller, Director of Outreach, West Anniston Foundation, tycoma.miller@westannistonfdn.org, 256-238-8476; Sarah Diefendorf, Director, The Capacity Collaborative, sarahd@thecapacitycollaborative.net, 415-999-6978.

Eligibility: The Lead Applicant, West Anniston Foundation (Foundation), is a 501(c)3 non-profit organization located in the western portion of the City of Anniston, Alabama. The Foundation was originally established in 2002 as a result of the first lawsuit settlement in the community associated with the Anniston PCB Site¹, to provide programs relating to health, education and community welfare that would benefit West Anniston residents. Statutory Partner The Capacity Collaborative (The CC) is a fiscally sponsored project of Earth Island Institute (EII), a 501(c)3 nonprofit located in Berkeley CA founded to serve as fiscal sponsor for projects working to protect the environment throughout the US and internationally.

Disadvantaged Community to benefit from the project:

This project will benefit current and past members of the predominantly African American West Anniston community and two adjoining communities (West End – Cobbtown and Hobson City) similarly affected by a legacy of cumulative environmental impacts and history of racial disenfranchisement. The project area is identified as EPA IRA Disadvantaged Community per EJSscreen and includes five U.S. Census Bureau Tracts: 01015000500, 01015000600, 01015000400, 01015001201, 01015001300. Three of these five tracts meet six of the eight environmental justice disadvantaged criteria: climate change, energy, health, housing, water and wastewater, and workforce development. Life expectancy is significantly lower than average, per EJSscreen. The two less densely populated tracts meet three criteria: climate change, energy, and health. The five tracts cover an area of 12.52 miles with a population of approximately 10,496 with 4,297 households. Cumulative impacts of known environmental contamination in the Anniston area result from a range of industries including early iron production and manufacturing, chemical manufacturing, and chemical munitions management. Founded in the 1870s as a company town for iron production and later earning the nickname “Model City”², Anniston is still home to iron pipe and associated industries in areas within and adjacent to residential neighborhoods. Chemical manufacturing and military operations came along in the early twentieth century. PCBs were manufactured by Monsanto from 1929 until 1971 at a facility now operated by Eastman and Solutia. The Eastman property is part of West Anniston and the source of contamination for which mitigation activities continue through a “Superfund Alternative Approach” using the process and cleanup standards for sites listed on the National

¹ <https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.cleanup&id=0400123#bkground>

² <https://encyclopediaofalabama.org/article/anniston/>

Priorities List (NPL). Elevated levels of lead contamination were also identified during investigations for PCBs in 1999-2000.³ Two large U.S. military facilities in Anniston, Fort McClellan (established 1917, closed in 1999 as part of the Base Realignment and Closure program) and the Anniston Army Depot, were both utilized for chemical and biological weapons exercises, storage, and decommissioning. The Depot was added to the Superfund NPL in 1989 due to soil and groundwater contamination from VOCs, metals, arsenic, explosives, spent solvents, and petroleum products.⁴ Although the former Fort McClellan complex has not been formally designated as a Superfund site, it has been documented as a concern due to exposure risks associated with chemical warfare agents, PCBs, and radioactive materials.⁵ The cumulative impacts of industrial pollutants in the area are extensive and intermingled. Life expectancy in the community is particularly low, based on local knowledge and as per EJScreen. Despite the Superfund designations and ongoing remediation and monitoring efforts, as well as lawsuits, the people of West Anniston, nearby West End – Cobbtown, and Hobson City continue to be subjected to environmental injustices and systemic disenfranchisement. There is a high level of distrust of local officials and developers resulting from historic exploitation and racial exclusion; fear that their neighborhoods cannot be safely redeveloped for residential use; encroachment of gentrification; concern for additional loss of cultural cohesiveness with dwindling population; and a widening generational gap in understanding of the long term health implications of environmental contamination.

Grant Award Period and Completion: **3/1/2025** – 12/31/2027

The Project Work Plan tasks and timetable (below, in Section B) describe the project approach and illustrate how the project will be completed within three years from start date. The dates listed here assume a project award date of January 1, 2025.

EPA Funding Requested: ~~\$2,592,496~~ **\$2,596,592 (corrected)**

Other Sources of Funding: The Foundation developed this project proposal in collaboration with The CC in direct response to the Environmental and Climate Justice Community Change Grants Program NOFO, with particular interest in Track II to establish a program for sustainable local knowledge and community engagement with local, state and national government decision makers. No other sources of funding have been identified that address a comprehensive strategy approach to address the community's historical disenfranchisement from an environmental and climate perspective or sufficient to provide funding to assure that project implementation and ongoing operations will be sustainable. The Foundation is currently the recipient of technical assistance from The CC for understanding local wastewater issues thanks to The CC being part of the EPA Treatment Works grant led by the University of New Mexico and that included the introduction of Closing America's Wastewater Gap. The Foundation is also participating in an American Geophysical Union (AGU) Thriving Earth Exchange community science project coordinated by The CC, which provides pro bono science support through Spring 2025. Both of these efforts build on a fundamental need for establishing means by which members of the West Anniston community have a voice in decision making which directly impacts the community.

³ https://response.epa.gov/site/site_profile.aspx?site_id=886

⁴ <https://cumulis.epa.gov/supercpad/cursites/csinfo.cfm?id=0400443>

⁵ <https://www.publichealth.va.gov/exposures/fort-mcclellan/>

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The lack of community voice is particularly egregious given the extensive historical and potentially ongoing damages to their health and the environment from industrial contamination which has not been sufficiently addressed despite Superfund declarations and a number of related settlements with government agencies and corporations.

Resubmission Status: This is the first submission of the project proposal.

Section B. Project Workplan

Task 1: Education, Training and Workshops

Task 1 -Environmental Education, Training, and Workshops	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Statutory Partner Responsible
<p>Develop and implement training program:</p> <ul style="list-style-type: none"> · develop overall plan for training topics and sequence · launch training with monthly workshops · small community projects led by YES4EJ Ambassadors with local volunteer support · skills training and certifications for YES4EJ Ambassadors 	<p>Outputs:</p> <ul style="list-style-type: none"> · at least 300 participants in education, training, and workshops · 10 young adults will serve as YES4EJ Ambassadors · 6 participants will take part in training and pursue accreditation as LEED Green Associates · 6 participants will take part in training and pursue accreditation as Just Communities Practitioners <p>Outcomes:</p> <ul style="list-style-type: none"> · Increase local knowledge of environmental issues by at least 50%, utilize pre- and post-workshop evaluations 	<p><u>Year 1 (12/31/2025)</u></p> <ul style="list-style-type: none"> · 100 participants · 10 YES4EJ Ambassadors · 10 workshops <p><u>Year 2 (12/31/2026)</u></p> <ul style="list-style-type: none"> · 100 participants · 10 YES4EJ Ambassadors · 12 workshops · 6 LEED GAs <p><u>Year 3 (12/31/2027)</u></p> <ul style="list-style-type: none"> · 100 participants · 10 YES4EJ Ambassadors · 12 workshops · 6 Just Communities APs 	<p>plan development and workshops are a collaborative effort of WAF and The CC</p> <p>WAF will lead outreach and promotion, logistics and support , and track participation</p> <p>The CC will provide environmental, leadership, communications, project development, green workforce, and grant-writing training</p> <p>Additional subject matter experts will be invited to deliver education on specialized topics</p>

Task 2: Community Environmental Health Assessments

Task 2 - Community Environmental Health Assessments (CEHAs)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Statutory Partner Responsible
<p>Conduct CEHA with guidance and assistance from experienced environmental health organization:</p> <ul style="list-style-type: none"> · identify and engage independent environmental health organization to provide expert assessment design and assure EPA QA requirements are met · research and catalogue existing environmental health data and references with guidance from CEHA expert contractor · with oversight by CEHA contractor, identify potential gaps in information and make recommendations for additional or updated sampling and analysis · develop plan and estimates for additional sampling, establish priorities for what can be accomplished within the existing CCG project budget · identify priorities for additional funding requests to conduct sampling and analysis beyond CCG project 	<p>Outputs:</p> <ul style="list-style-type: none"> · at least 500 households contributing to the CEHAs · 30 individuals participate in community science efforts in support of the CEHA · share environmental health information with the community and decision makers <p>Outcomes:</p> <ul style="list-style-type: none"> · Increase local engagement in collection and understanding of environmental health information · Identify needs for additional information to develop a full understanding of community environmental health 	<p><u>Year 1 (12/31/2025)</u></p> <ul style="list-style-type: none"> · 200 households surveyed, starting in West Anniston · begin analysis and identify needs for CEHA refinements <p><u>Year 2 (12/31/2026)</u></p> <ul style="list-style-type: none"> · implement refinements · 300 households surveyed, continue West Anniston and expand to West End/Cobbtown and Hobson City · ongoing analysis and periodic evaluation of need for CEHA refinements <p><u>Year 3 (12/31/2027)</u></p> <ul style="list-style-type: none"> · wrap up evaluations, identify remaining needs · establish priorities for CEHA needs beyond the scope and budget of the CCG project 	<p>WAF will engage the independent CEHA contractor</p> <p>WAF conducts outreach to recruit participation in CEHA and overall program coordination</p> <p>The CC will support WAF discussions with CEHA organizations to make selection</p> <p>CEHA contractor provides expertise to design and guide assessment with participation of WAF, The CC, and community members</p>

Task 3: Community Leadership and Advisory Team

Task 3 - Community Leadership and Advisory Team	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Statutory Partner Responsible
<p>Establish the West Anniston YES4EJ Leadership Team:</p> <ul style="list-style-type: none"> · hire two full time Environmental Specialists to support the overall program · establish a community resource library of environmental data and information, as well as tools and equipment for community science projects · core membership of the team will be YES4EJ Ambassadors participating in the education and training efforts of Task 1 · develop a Community Benefits Plan framework using the Just Communities Protocol · identify and apply for funding to ensure sustainability and continuity of the YES4EJ Program beyond 2027 	<p>Outputs:</p> <ul style="list-style-type: none"> · meetings and workshops focused on training for participants to engage with government officials · 6 grant proposals submitted to federal or private funders · 3 local policies developed and introduced to improve engagement with community members · draft Community Benefits Plan and model CBA for continued use beyond the YES4EJ Community Change grant period <p>Outcomes:</p> <ul style="list-style-type: none"> · Increase number of relationships with government entities · Increase community input on government 	<p><u>Year 1 (12/31/2025)</u></p> <ul style="list-style-type: none"> · outreach and introductions to decision makers and government officials · open resource library <p><u>Year 2 (12/31/2026)</u></p> <ul style="list-style-type: none"> · 4 meetings or workshops with government officials · stakeholder engagement for and initial draft CBP <p><u>Year 3 (12/31/2027)</u></p> <ul style="list-style-type: none"> · 4 meetings or workshops with government officials · ongoing stakeholder engagement for policies and CBP · Model CBA 	<p>WAF will hire 2 Environmental Specialists</p> <p>WAF will serve as host for the YES4EJ Ambassadors and Leadership Team</p> <p>The CC will collaborate with WAF to develop operations and management protocols for the library</p> <p>WAF will serve as the backbone organization for the CBP</p> <p>The CC will assist WAF and the YES4EJ Leadership Team by facilitating connections with decision makers and stakeholder engagement for CBP</p>

	decision-making and policies		
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1. Program Objectives

The West Anniston Youth Empowerment Strategies for Environmental Justice (YES4EJ) Project will prepare the community for a sustainable, resilient future through a sequence of integrated activities designed to empower local, young adults (defined for project purposes as age 18-25) with knowledge and skills to engage decision makers in effecting better outcomes for community health and prosperity. The West Anniston community, and the communities of West End-Cobbtown and Hobson City (which are included here as they are adjacent and connected by Snow Creek but outside the municipal boundary of the City of Anniston) have been excessively burdened by environmental pollutants, further exacerbated by irresponsible corporate and institutional behavior over many decades. The complexities posed by cumulative impacts and disenfranchisement in the Anniston area have contributed greatly to an overwhelming distrust by many community members, especially those also affected by racial inequities. Younger generations and newcomers to the area have not learned about contamination that may pose risks to their health for many years to come, and are mostly unaware of ways they can engage with decision makers to improve future community health and resilience - especially in a rapidly changing climate. An overarching goal of this project is to empower the community - particularly young adults - with a sustainable program for making and influencing decisions affecting their community health, improving the well-being and economic status of and ultimately the resilience of the broader Anniston region by reformulating a genuinely resilient “Model City” for the future.

Methods, Tools, and Trainings

The YES4EJ project will empower young adults in the community to have agency in shaping the future of their community through three interconnected tracks: 1) Education, training and workshops designed to increase local understanding of health and environmental issues and promote interest in related careers, including hands-on learning with [small community science and environmental improvement projects](#); 2) conduct community environmental health assessments (CEHAs) for West Anniston, West End - Cobbtown, and Hobson City under the guidance of environmental health experts and with participation by community volunteers; and 3) establish a community-driven leadership team to improve engagement with decision makers and secure representation of the community in decisions impacting their health and the environment. A timeline for categories of these tasks is presented below in Section 7.

Training and Workshops. Upon funding award, the Foundation and The CC will collaborate to immediately develop and implement a comprehensive training program designed to address community members' concerns about health and environmental risks, with a series of regularly scheduled workshops to occur at least once each month throughout and beyond the 3 year term of this project. [Proposed topics for workshops include those listed below, with a full plan and schedule to be developed in the first two months of the project, including flexibility to respond to participants' training needs and interests to support other aspects of the overall project such as the environmental health assessment and best practices for community engagement.](#) All members of the community [will be invited to participate, though the emphasis will be on recruiting young adults aged 18-25.](#) Workshops, Training and Education opportunities will be promoted via flyers placed in strategic locations, social media, local news outlets, and established networks such as partner organizations and churches. WAF has a strong track record for local recruitment and is a trusted source of information.

As the training efforts become established, participants will be invited to apply for selection as YES4EJ Ambassadors. Ten YES4EJ Ambassadors will be selected in Q2 of Year 1 to take part in more extensive ongoing training introducing them to environmental careers, earning accreditations or training certificates while earning a \$500 monthly stipend. [Selection criteria and application method for Ambassadors will be developed by WAF in collaboration with The CC in the first two months of the project.](#) Ambassadors will also later form the core YES4EJ Leadership Team described below, and assist with outreach to educate members of the community about environmental issues and climate resilience, with particular consideration for the complexities of cumulative impacts. Other members of the community will be welcome to participate in training and workshops which appeal to their interests, and may receive small stipends for participating as well as completing tasks such as data collection for community science projects. The CC will provide environmental, leadership, communications, and green jobs skills training, and additional subject matter experts will be invited to cover topics including:

- research and evaluation of existing environmental data for the community, identifying gaps or inconsistencies
- community science data collection and mapping, including methods such as ArcGIS Survey123 and building on the 18-month AGU Thriving Earth Exchange (TEX) project initiated in May 2024 to independently assess air, water, and soil quality
- how to interpret and communicate environmental science and health data in a variety of ways to promote better understanding by community members and decision makers

- telling your story and how to engage journalists
- developing a podcast to enhance outreach methods, integrating materials from a series of past radio interviews with local leaders and community elders involved with the local civil rights and environmental movements
- project development and grant-writing skills, including pursuit of funding to continue the YES4EJ project beyond the initial three year term of this grant
- green workforce education and training leading to certificates and accreditations: principles of Open Science with NASA TOPS101⁶; the Just Communities Protocol⁷; Leadership in Energy and Environmental Design (LEED) Green Associate⁸; and National Recreation and Park Association Green Stormwater Infrastructure (GSI) certificate⁹

As a means to gain hands-on green jobs experience and to address needs identified by program participants, 16 small community projects ([up to \\$5000 in participant costs](#)) will be developed and completed by Ambassadors in collaboration with local volunteers. These community projects will be selected based on their relevance to the YES4EJ goals to gain hands-on experience with environmental science and direct engagement with decision makers such as local government, while improving health and environmental conditions in the community. These public-private partnership projects are anticipated to include data collection efforts to improve understandings of health risks and environmental hazards; green stormwater improvements on public land; signage and wayfinding designed to prevent exposure to known contamination in public use areas such as trails planned by the East Alabama Regional Planning and Development Commission¹⁰; building energy and water audits and associated recommended weatherization and minor upgrades to improve health and energy efficiency. All projects requiring permits or other authorization by regulators such as planning and zoning or utilities departments would further enhance the project participants' experience coordinating with local agencies. Participants will be instructed in the applicability of the Build America Buy America Act, to ensure compliance with the procurement requirements for American made materials and to enhance education about supply chains and sustainable materials.

Community Environmental Health Assessments (CEHAs). [Community environmental health assessments](#)¹¹ will be conducted with assistance from [Environmental Equity Information Institute \(E2I2\)](#), an experienced independent environmental health organization which has no conflict of interest such as connections to polluters in the community. These independent assessments conducted on behalf of a trusted community based organization such as the Foundation are necessary to address concerns that previous studies are unreliable because they were conducted by scientists or agencies which the community does not trust, old or insufficiently evaluated data, and due to previous evaluations focusing only on specific contaminants such as PCBs. The community desires a comprehensive study of existing data be completed by the independent organization, with recommendations for additional water, air, and soil sampling and health

⁶ <https://nasa.github.io/Transform-to-Open-Science/>

⁷ <https://justcommunities.info/the-protocol/>

⁸ <https://www.usgbc.org/credentials/leed-green-associate>

⁹ <https://learning.nrpa.org/products/green-stormwater-infrastructure-gsi-certificate-program>

¹⁰ https://www.njit.edu/tab/sites/njit.edu.tab/files/R04-21-A-049_Redacted.pdf

¹¹ <https://www.eli.org/sites/default/files/eli-pubs/d10.09.pdf>

information to be collected where gaps are identified. This will also complement and inform the training and workforce efforts described previously, as data will be collected by trained staff of the Foundation and CC, YES4EJ Ambassadors and community volunteers in accordance with instructions and guidelines from the E2I2 CEHA design team to ensure scientific efficacy and comparability to existing data such as the ATSDR funded Anniston Community Health Survey conducted from 2003 to 2007¹². E2I2 is an Atlanta-based non-profit with decades of environmental justice experience in the South. They have no prior relationship with polluters in Anniston and a strong track record of ethical community engagement.

With oversight and guidance from E2I2, the initial research to identify a full range of existing environmental and health data will include sources identified by the training above and retained for use in the YES4EJ Library (described below). Extensive data has been previously collected about the communities impacted by the Superfund sites, Lead Site and other concerns, however current community members have limited awareness of how to interpret or utilize the information for their own health and safety. The Foundation also has years of experience collecting information about housing conditions related to resident's health, which will contribute to a more comprehensive understanding of the various root causes and cumulative impacts on individual health. The CEHA will initially focus on the West Anniston neighborhood, then gradually expand to the west and south to adjacent communities along the Snow Creek drainage area, incorporating the less densely populated communities of West End - Cobbtown and Hobson City. By taking a phased approach, the CEHA data can be periodically evaluated to determine additional needs or adjustments before expanding to a larger area. Information from the CEHAs may also be utilized to inform training needs and developing the small community projects. Results of the CEHAs will be shared widely with community members and government and agency officials as part of the leadership team's outreach and engagement efforts described below, and presented in a variety of formats in plain language to assure a greater level of understanding of the scientific information.

Community Leadership and Advisory Team. The West Anniston Yes4EJ Leadership Team will be hosted by the Foundation and established with 10 core members who participate in the training program described above. They will apply skills and knowledge developed through this program to provide recommendations to other groups such as the Anniston PCB Site Community Advisory Group (PCB CAG) and to help facilitate engagement with policy and regulatory decision makers, facilitating accountability to the residents of West Anniston and surrounding areas. To ensure the Leadership Team becomes a sustainable formation for future community benefit, this grant award will support the following:

- The Foundation will hire two full time Environmental Specialists by the end of Q2 Year 1, to help manage YES4EJ community science and data collection, maintain the Library and resources, and staff the Leadership Team.
- In collaboration with The CC, the Foundation will catalog and establish a library of data and information relevant to environmental issues, health risks, and projected climate impacts. This will also be the site of a lending library of tools such as air quality meters, water sampling kits, and other sampling and analytical equipment. In the interest of furthering principles of Open Science and the Open Environmental Data movements, the YES4EJ

¹² https://www.atsdr.cdc.gov/sites/anniston_community_health_survey/overview.html

Library will be available for use by members of the public and encouraged as a resource for decision makers in addition to YES4EJ Project participants.

- The Leadership Team will leverage knowledge gained throughout the project to inform government and agency decision-making at the local, state, and federal levels; submit comments on proposed plans, feedback on activities such as remediation plans, funding for local economic development projects, etc.
- The Leadership Team will gain experience working with local decision makers and agencies by meeting with groups such as the Anniston Planning and Zoning Board, Main Street program, Chamber of Commerce, Community Foundation; and participating in town council and county commission meetings. There will also be meetings arranged with state and federal agency representatives which have interests in the area (EPA, CDC, USDA, HUD, etc.). By establishing these relationships, the Leadership Team will be positioned to recommend policy improvements and funding opportunities for a more resilient future.
- In collaboration with other community based organizations, the Leadership Team will develop a Community Benefits Plan (CBP) framework consistent with the Just Communities Protocol¹³ to clearly communicate interests of the community, with the intent of integrating the CBP components in Community Benefits Agreements (CBAs) to be signed with local governments, employers, and other stakeholders such as developers or manufacturers. The Foundation will serve as the “backbone organization” for purposes of the CBP, and will establish a quarterly meeting schedule to ensure long range continuity. Information from the training program and CEHA will inform the contents of the CBP and CBAs.

2. Project Collaboration and Participation

Input and Feedback

The West Anniston Foundation was established as a nonprofit in 2002 (as a result of the first lawsuit settled associated with the Anniston PCB Site) to serve as a link between members of the surrounding environmental justice community and services including health care, health education, scholarships and grants, and other programs to benefit well-being in the community. For over two decades, the Foundation has served as a critical resource for this disadvantaged, predominantly African American community to provide meaningful input and get feedback about their concerns, facilitating community meetings and acting as liaison to groups such as the PCB CAG.

A disproportionate number of people in the community have passed away, suffered illnesses or moved out of the area because their homes, churches and other gathering spaces were contaminated by PCBs, Lead, and potentially other toxins. Some were even forced to move from their former neighborhoods which are now a landfill surrounded by fencing. In recent years, individual community members' understanding of the risks posed by exposure to pollutants that still plague the area and how this directly affects their health and well-being has diminished. This is especially true of younger generations, many of whom are now starting families of their own. New families have moved to the area and are unaware of the risks, largely because local governments and businesses rarely acknowledge the continued presence of toxic contamination in the Anniston area. People know there are risks because they have heard from older family

¹³ <https://justcommunities.info/the-protocol/>

members, but often do not have an understanding of what they can do to make a difference. Members of the community look to the Foundation as a source for information and support.

Facilitation and Accountability

The need for new education and engagement efforts centered on environmental health and justice has become increasingly evident through the Foundation's ongoing Healthy Homes and Youth programs. As Foundation staff and trainees interact with local residents in community meetings, individual home visits, and in workforce training sessions, a wide variety of questions related to toxic contamination and housing conditions are raised. Many of these questions lead to discussion of what can be done to resolve issues, what agencies are accountable, and how powerless the community feels after years of disenfranchisement. At least eight community meetings have been hosted by the Foundation since November 2023. We facilitate these meetings for a variety of purposes, including to maintain accountability to the community we serve, providing a safe space to voice their concerns and to solicit input for how we might continue to improve or provide additional resources. The YES4EJ project will maintain accountability through our regularly scheduled training and workshops, opening channels of communication among project participants and local stakeholders, and establishing a variety of outreach channels such as locally produced social media and podcasts led by the YES4EJ Ambassadors that especially appeal to our target audience of young adults. Outreach will be coupled with feedback mechanisms including workshop evaluations, facilitated discussion groups, and anonymized data collection forms with dedicated space to submit comments.

Relationships and History of Collaborations

The Foundation connected with The CC in 2023 thanks to mutual interests in climate justice education, green workforce issues, and the CC's outreach offering technical assistance to disadvantaged communities in the Coosa River watershed experiencing wastewater and stormwater issues. The partner organizations have already collaborated to host two "conversation map" events with West Anniston community members about water issues. During these events, conversations reinforced a need to increase community members' understanding of environmental science and means by which they can engage with all levels of government and other decision making entities to improve health and community resilience. There is a great deal of skepticism of information provided by government agencies and polluting entities, and fear of unknown contamination or lack of realistic solutions abounds. This disadvantaged community wants and deserves reliable scientific information, interpreted and communicated by trusted sources. They also express concern and frustration for not having reliable ways to provide their concerns to powerful people who can make a difference, and are often left out or prevented from meaningful participation in decisions being made that impact their community. A sense of widespread, intentional disenfranchisement prevails.

There are very recent examples of the desire of the West Anniston community to engage effectively with decision makers, and build power to influence projects affecting their health and environment. In June and July 2024, staff from the Foundation and CC attended public engagement events hosted by EPA during the public comment period for the Anniston PCB Site OU4 Remediation Plan.¹⁴ Participation was remarkably limited, particularly considering the

¹⁴ <https://semspub.epa.gov/src/document/04/11200080>

widespread geographic area and communities of concern for the proposed plan. Only a few dozen people attended, many of whom are already knowledgeable about the history and concerns for the PCB Site. There was little representation from West Anniston, though members of the PCB CAG were present. Coosa Riverkeeper¹⁵, a watershed advocacy organization, also hosted events to educate members of the public about how to submit comments on the remediation plan. One such event arranged in collaboration with the West Anniston Foundation a few days prior to the July 30th close of the comment period was attended by over 20 community members (on a midweek afternoon during typical work hours). The Coosa Riverkeeper and a scientist from Solutia carefully explained elements of the proposed OU4 remediation plan, some concerns about impacts on affected areas, and how to submit a comment letter. Within only five days, several hundred comment letters were dropped off at the Foundation office for transmittal to EPA. There appeared to be quite a bit of confusion about what could be achieved by submitting a comment letter, including some who mistakenly thought a post on social media indicated a letter would lead to another financial settlement of some sort. Foundation staff scrambled to respond and clarify the potential outcomes of submitting a comment letter, and it remains to be seen if there will be further mistaken information. All of this recent activity reinforced that the objectives of this grant proposal respond to needs of this disadvantaged community to gain a better understanding of environmental issues and how Justice might be gained through engagement with other stakeholders - especially government and other decision makers.

Both the Foundation and The CC have a history of serving as facilitators, bridge-builders for disadvantaged communities to gain access to a variety of stakeholders addressing the community's health, environmental and climate issues. The Foundation's Director of Operations has served as Treasurer on the Anniston PCB CAG for many years, and the Outreach Director is the primary liaison to a number of Federal and national regulatory and grantmaking agencies. All Foundation staff regularly interact with members of the community, collaborating with many partners from local service agencies to private foundations, non-profit and government entities including the city's Municipal Court, trade organizations, Calhoun County Department of Human Resources, Habitat for Humanity, Alabama Home Builders Foundation, HUD, DOE, and EPA, among others. These collaborative efforts and network relationships steadily grew from the initial PCB Site Consent Decree to provide connections to health and education services to encompass a wider variety of needs, particularly those associated with safe, healthy housing in neighborhoods still commingled with industrial iron and chemical manufacturing facilities.

The CC also has a rich history of collaboration, intentionally working to build capacity within vulnerable environmental justice communities and Tribes in the United States and abroad to address environmental issues. Originally established over twenty years ago as EFCWest, the CC's extensive relationships in environmental and climate justice networks now ranges from local, state and national organizations to well-established connections with federal agencies providing funding for technical assistance and a variety of solutions. Collaboration with the Southeast Climate and Energy Network and other organizations on a NOAA-funded project led to EFC West's transition to The Capacity Collaborative in 2023. The CC often gets involved with disadvantaged communities having particularly complex cumulative impacts, and remains engaged for a number of years to help determine (and pursue funding for) sustainable, resilient

¹⁵ <https://coosariver.org/annistonpcbsite/>

solutions. In 2023, The CC was selected by the American Geophysical Union to establish the first Thriving Earth Exchange (TEX) hub¹⁶ for community science projects, intentionally located in the southeast due to recognition of a relative lack of investment in support for environmental justice projects in the region. The Foundation was recently selected to launch a TEX project, another example of how the CC continues to empower disadvantaged communities with training and resources for sustainable solutions.

3. Project Linkages

The YES4EJ Project supports EPA Strategic Plan Goal 2 ([Take Decisive Action to Advance Environmental Justice and Civil Rights](#)), specifically Objective 2.1 ([Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels](#)), to empower and build capacity of underserved and overburdened communities to protect human health and the environment. EPA has already recognized much of the extent and character of harm to the West Anniston community through the two Superfund sites and other regulatory actions in the area. The West Anniston, West End - Cobbtown, and Hobson City communities have a stark history of racial violence and disenfranchisement, including the bombing attack on Civil Rights Era Freedom Riders in 1961¹⁷, establishment of Hobson City in 1899 to segregate the African American community from adjacent Oxford¹⁸, and inattention to known health risks from industrial and military sources has continued for decades - leading to the area being cited as an example of environmental racism¹⁹. Local government agencies and developers have cited West Anniston as a beneficiary of proposed redevelopment, then excluded members of the community from decision-making about planning once the project was funded²⁰.

By funding the YES4EJ community change project, EPA will help fulfill the commitment to address disproportionate impacts in disadvantaged communities of color and uphold the intent of the Justice40 Initiative. The YES4EJ project will catalyze long term, sustainable programs within and led by the community to address environmental injustices, with the critical element of developing relationships and cooperative mechanisms such as community benefits plans, proactively working with government and other stakeholders towards a more resilient future.

4. Budget

The YES4EJ project will empower the West Anniston community with a sustainable program for influencing decisions affecting health and well-being in this disadvantaged community suffering decades of cumulative environmental impacts and systemic disenfranchisement. With a total budget of ~~\$2,592,496~~ \$2,596,592 over three years, the majority of the funds will be invested directly in people and projects in the community and set it on a path to restoration and future resilience in a rapidly changing climate.

¹⁶ <https://thrivingearthexchange.org/collaborators/community-science-hubs/>

¹⁷ <https://calendar.eji.org/racial-injustice/may/14>

¹⁸ <https://alafricanamerican.com/beyond-the-book-honoree-archives/beyond-the-book-hobson-city/>

¹⁹ <https://www.npr.org/2019/07/27/745925045/book-a-terrible-thing-to-waste>

²⁰ <https://tinyurl.com/mryvuhpe>

Salaries: ~~26% (\$671,296)~~ 25% (\$651,935) of the overall budget will be allocated to salaries of Foundation staff, including a new part-time Grant Manager (0.5 FTE) dedicated to this project to assure compliance with fiscal responsibility and reporting, as well as two new full time Environmental Specialist positions. The new hires will provide the additional capacity in addition to existing personnel that is critical to accomplishing the goals of the YES4EJ project. This category includes only direct costs for Foundation personnel who will work on the program.

Fringe Benefits: Current actual fringe rate for Foundation personnel is ~~22.65%~~, which covers a full benefits plan for all employees. Total personnel costs for the project including fringe is ~~\$799,598~~ \$823,344, or ~~32%~~ 30% of the total budget.

Travel: ~~3%~~ 2.6% of the overall budget is allocated to support travel for ~~4~~ staff and 10 YES4EJ Ambassadors to participate in [annual regional](#) environmental justice convenings, make day trips to learn from government agencies, visit sustainable developments, and learn about environmental science. [Includes 4 staff each year attending national science or environmental conferences such as the American Geophysical Union Fall Meeting \(to participate in community science presentations and education sessions\) or the annual Southeast Climate and Energy Network convening to present and network with other community based organizations. These typically take place in larger cities such as San Francisco or New Orleans.](#)

Supplies: ~~4.2%~~ 1.8% of the budget covers supplies such as laptops for staff and tablets to be used by Ambassadors and volunteers doing research and community science, printing materials ([printing in-house](#)), and electronics for workshops, [small test equipment and science kits for the library](#), and podcast production.

Contractors: [Experts invited to speak at trainings and workshops will be provided speaker fees at \\$500 per day for a total of \\$16,000, less than 1% of the overall budget.](#)

Other: ~~45%~~ 58% of the total budget will cover other direct costs including stipends for YES4EJ Ambassadors ([paid by check](#)) and community science volunteers (gift cards); workshop rental space and refreshments ([will not include alcohol](#)); communications software and technology; the cost of credentialing programs; and participant costs to conduct small projects in the community managed by Ambassadors and program participants (must be completed before Dec 31, 2027). This category also includes two subawards: The CC at EII ([\\$845,754 or 33% of project total](#)) and E2I2 ([\\$260,000 or 10% of project total](#)).

Indirect Costs: ~~10%~~ 6.3% of the total budget is for [\\$164,186](#) indirect costs to cover a portion of overhead such as the Foundation's office space and general operations, including managing contractors.

5. Environmental Results

The YES4EJ Workplan and Timeline below (Section 7) describes the various interrelated components of a comprehensive approach to establish a sustainable program for strong, proactive engagement on environmental justice issues led by young adults from the disadvantaged communities of West Anniston, West End - Cobb Town, and Hobson City. A

detailed plan and tracking mechanisms will be designed by Q2 of Year 1, with periodic reviews and updates at least annually. Overall project Outputs and Outcomes are identified as follows:

Outputs:

1. At least 300 individuals will participate in YES4EJ project environmental education, training, or workshops over the three year project period. Attendance will be monitored by staff and tracked on a monthly basis.
2. A minimum of 10 young adults will commit to serve as YES4EJ Ambassadors for at least two years of the project.
3. A minimum of 8 community workshops will be hosted by the project team including training for participants to engage with government officials.
4. At least six members of the community will participate in training and take the exam for individual accreditation as Just Communities Practitioners, and collaborate to submit registration for West Anniston to become Just Communities²¹ certified.
5. At least six members of the community will participate in training and take the accreditation exam to become a LEED Green Associate²².
6. At least 500 households will be engaged for interviews contributing to the CEHAs, with potential to increase that number if necessary to achieve significance as determined by environmental health experts engaged to design and evaluate the assessments.
7. A minimum of 30 community members will participate in community science efforts, collecting environmental data and information in support of the CEHAs and small projects funded by the microgrants.
8. A minimum of six grant proposals will be submitted to federal or private funders by project participants to sustain funding for the program beyond the three year period.
9. A minimum of three policies developed and introduced to formally establish local government commitments to engage specifically with members of the disadvantaged communities of West Anniston, West End - Cobb Town, and Hobson City on matters of infrastructure improvement and planned redevelopment governed by the City of Anniston or Calhoun County.
10. A Community Benefits Plan and model Community Benefits Agreement will be drafted by the YES4EJ Leadership Team in collaboration with at least three other grassroots organizations, representation from Labor interests, at least two local employers and at least two representatives of local government.

Outcomes:

1. Increased involvement of members of the West Anniston, West End - Cobbtown, and Hobson City communities in local, state, federal and other environmental public engagement activities including the PCB CAG. Records of attendance will be collected for comparison over time, with a goal of increasing participation by at least 30% by the end of Year 3.
2. The number of community members having knowledge of local, state, federal and other governmental environmental public processes affecting the disadvantaged communities will expand by a minimum of 50%, measured by using evaluations or questionnaires

²¹ <https://justcommunities.info/community-certification/how-the-community-certification-works/>

²² <https://www.usgbc.org/credentials/leed-green-associate>

prior to and after completion of workshops and other training sessions. Annual assessments will also be conducted in Q4 of each year for inclusion in year-end reporting.

3. Relationships between members of the disadvantaged community and government entities will be established to build trust in matters relating to environmental protections, including monitoring and remediation plans. YES4EJ Ambassadors will be polled quarterly beginning in Q3 of Year 1, with an increase by 20 in overall number of relationships with government entities by end of Year 3.
4. Community input into governmental decision-making on environmental protection policies will be increased by at least 50%, assessed each year in Q4.
5. Accountability by governmental agencies making better informed environmental decisions with community input will increase by 20%, tracked throughout the program and assessed annually in Q4.

Long Term Sustainability

Sustainability of outcomes will be achieved by continuing to build internal capacity in the community, utilizing strategies and experience developed during the three year project period. Design of the training and education curriculum will be informed by the CC's years of experience, leveraging the Foundation's many connections in the community, and continuing to build upon the government and other relationships established throughout the project. The timeline presented here is a starting point for continuous growth, to achieve more effective long term engagement with decision makers. A key component of the training curriculum will include learning about the full cycle of CBO funding: researching federal and private funding sources, best practices for project design and writing grant proposals, as well as by helping the Foundation design a community [small projects](#) program so participants will understand grantmaking from the funder's perspective. These skills will be put to use beginning in [Years 2 and 3](#), to obtain funding for continuing YES4EJ for the long term.

6. CBO Experience and Commitment

The West Anniston Foundation has been committed to the well-being of residents of Anniston and of Calhoun County since before the foundation's establishment over 20 years ago. Most of the members of the board of directors and the staff of the 501(c)3 foundation are current or former residents of West Anniston, the predominantly African-American area of Anniston most affected by the environmental toxicity, and were themselves victims of that toxicity. Some members of the board, including its current president, were members of the Sweet Valley/Cobb Town Task Force, a predecessor of the West Anniston Foundation, whose members advocated for justice for residents of the area long before federal and state agencies recognized that a problem existed and, in fact, brought the situation to the attention of federal and state officials. That mission continues to this day, and has expanded to include providing health, educational, and developmental resources that will create a sustainable community such as housing improvement, workforce training and other community identified needs. The long track record of trusted relationships also positions the Foundation to continue serving as a conduit for agencies and organizations to engage with members of the community.

The Capacity Collaborative, a project of Earth Island Institute, was initially established as EFCWest in 1994 and has worked with marginalized communities and Tribes for over 20 years.

EFCWest became the Capacity Collaborative in 2023 to better reflect its full range of expertise as a CBO in service to environmental justice and disadvantaged communities across the United States and East Africa. The collaborative offers a systemic approach that integrates environmental protection with tools and technical assistance to foster leadership, managerial, financial and communications skills. Through decades of grassroots engagement and organizing, the team protects the environment while building and catalyzing capacity. The Collaborative has worked on a number of environmental justice issues in Alabama, beginning with a NOAA project to conduct deep listening sessions in three rural southeastern environmental justice communities facing impacts of climate change²³. By adding staff with deep roots in Alabama's environmental movement, connections in the region have been strengthened to further protect, build and catalyze capacity for vulnerable communities in the Deep South.

7. Programmatic and Managerial Capability and Resources

Organizational Experience, Capacity, Resources and Key Personnel

The Foundation has over twenty years of experience in successfully managing federal and foundation grants, all of which are dedicated to current and former residents of the West Anniston community. The Foundation is currently managing two large federal grants with current staff capacity. For managing this project, the Foundation would need to increase staff capacity, including one position at .5 FTE dedicated to grant management and reporting for this project. This part time grant compliance and reporting manager will be hired right away upon grant award, to ensure best management practices and controls are established from the outset. This staff member, in collaboration with the Director of Operations and Outreach Director, will organize monthly team meetings to systematically evaluate progress, ensure open communication, evaluate feedback, and ensure all grant funds are expended on schedule for timely completion within the three year requirement. Two full time staff Environmental Specialists will be added to assist in community organizing and outreach, research and data collection, library organization, and management of small microgrants projects. All project staff will be provided with guidance on federally allowable and reasonable costs for this effort.

Director of Operations Kay Beard has been with the Foundation for 22 years and provides overall guidance and accountability for the organization. She is assisted by Director of Outreach Tycoma Miller who leads the Foundation's team for this project. Tycoma has been with the Foundation for 14 years, and maintains expertise in federal reporting and financial oversight. The Foundation's Community Health Advocate Callie Heard has been with the organization for two years. In 2014, the Foundation completed training and certification through the Standards for Excellence program through the Standards for Excellence Institute²⁴, which is a national effort to promote the highest accountability of ethics, accountability and nonprofit governance.

The Capacity Collaborative annually manages multiple federal and non-federal grants focused on technical assistance and training (TAT) across the United States and Africa. With a staff of sixteen employees located in California, Alabama, Hawaii, Michigan, Puerto Rico, North Carolina, New Mexico, Kenya and Uganda, the Collaborative maintains expertise in managing

²³ <https://www.thecapacitycollaborative.org/community-videos>

²⁴ <https://standardsforexcellence.org/>

multiple projects across several different geographies. The Capacity Collaborative (under its former name Environmental Finance Center West) has successfully managed federal grants from USDA, EPA, and BIA for over 20 years, individually and as part of the Environmental Finance Center Network. Grants are managed through CC and Earth Island Institute staff to maintain fiscal integrity. The Collaborative team for this project will be led by Sarah Diefendorf, Executive Director, Elaine McCarty, Associate Director and Kathleen Kirkpatrick, Senior Associate. Sarah has directed the Collaborative for over 20 years and has a wide range of TAT experience leading a CBO that serves Tribes and disadvantaged communities. Elaine has worked for the Collaborative since 2016, has an MBA in Sustainable Enterprise, is well-versed in TAT and maintains expertise in federal reporting and financial oversight. Kathleen has been with the Collaborative since 2023, is based in Alabama and brings over three decades of environmental experience, including having worked for federal agencies and managing budgets.

Milestone Schedule

The schedule tabulated below illustrates the sequence of activities and phases of the three interconnected tracks of the comprehensive YES4EJ project. Timing was carefully considered with connections among the tracks in mind, and was developed to assure project completion within the three year timeframe required.

West Anniston YES4EJ Project Timeline (assuming Jan 2025 start date)

	2025				2026				2027			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Grant Executed												
Staff Grant Compliance Manager												
Develop, Implement Curriculum												
Launch Training & Workshops												
Staff Environmental Specialists												
YES4EJ Ambassadors												
Microgrants for Local Projects												
Recruit Funding to Continue												
Develop CEHA Plan												
CEHA: West Anniston												
CEHA: West End - Cobbtown												
CEHA: Hobson City												
CEHA Analysis & Updates												
Open YES4EJ Library												
YES4EJ Leadership Team												
Develop CBP												
Quarterly Evals and Reports												
Ann. Report to Community, EPA												

Legal and Financial Controls

The West Anniston Foundation has established effective internal financial controls to ensure that all federal awards are managed in compliance with federal statutes, regulations and grants terms

and conditions. Financial management controls include grant expenditures recorded appropriately in the Quickbooks financial management system which adheres to Generally Accepted Accounting Principles (GAAP). Accounting records are maintained on a current basis and balanced monthly. Additionally, WAF has implemented oversight mechanisms, internal policies and procedures such as conflict of interest and whistleblower protections to monitor progress, address risks and address any irregularities immediately to ensure financial integrity. External audits are performed on a yearly basis to provide an independent assessment of the foundation's financial health and compliance.

8. Past Performance

The West Anniston Foundation has successfully managed federal grants for over the past 20 years through various federal agencies such as CDC, EPA, HHS and other relevant philanthropic organizations to include but not limited to the following:

2023 - Present: Department of Energy Building Upgrades Prize. The Foundation will receive \$400,000 towards planning a building upgrades initiative. Building upgrades may include transitioning to efficient electric equipment, including heat pumps and heat pump water heaters, and improving building efficiency through measures such as insulation and air sealing. Together, efforts will help reduce carbon emissions and energy costs, while improving indoor air quality and occupant comfort. The prize is awarded in phases: Phase 1-concept phase (Jan 2023-Oct 2023), Phase 2-Plan (Oct 2023-June 2025), Phase 3- Pilot (June 2025-Oct 2026), Phase 4-Implementation (October 2026-December 2028). Overall goal is to upgrade 150 single-family homes and at least 100 small commercial spaces to include places of worship and small businesses located in the West Anniston community.

2022 - 2025: West Anniston Healthy Homes Program. U.S. Department of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes Production Grant, **\$1.05 million through October 2025.** Will provide up to 150 healthy homes assessments and minor rehabilitation in up to 60 units for up to \$10,000 each. To date 20 home assessments have been conducted, work is in progress pending HUD Tier 2 level environmental.

2010 - 2013: West Anniston Today. Funded in part by the John S. and James L. Knight Foundation, **\$100,200** established a weekly call-in radio program, an interactive website, and a Facebook page that give voice to residents and provide them with accurate, timely information. The show aired its last program April 24, 2013. This successful communications and engagement effort is intended to be revived as a podcast with YES4EJ.

2008: Anniston Reconnecting a Catalyst for Healing (ARCH). **\$47,560** funded by the Andrus Family Fund, through which the Foundation (1) established neighborhood organizations through which residents voiced concerns about racial and other inequities and through which residents and elected officials sought solutions and (2) laid the groundwork for implementation of plans to transition from historic inequities to future progress. Due to changes in local government leadership and priorities, this project was not sustained.

2003 – 2005: Project to Build Capacity to Assess and Improve Healthcare Services in Anniston, Alabama. Funded by the Centers for Disease Control and Prevention (CDC), through which the foundation formed a community action task force, conducted surveys on the effects of toxic substances, and formulated plans to address the effects of toxic substances. This program was successfully completed and all required reporting was submitted on time.

2004 – 2006: Community Images and Voices. Environmental Justice Collaborative Problem-Solving Grant Program, **\$100,000 annually** funded by EPA, through which the foundation produced a youth-driven video on environmental justice. This program was successfully completed and all required reporting submitted on time.

2005 – 2007: For Your Life. **\$200,000 annually**, funded by the Office of Minority Health of the U.S. Department of Health and Human Services (HHS), through which the foundation conducted health screenings for diabetes and obesity/overweight in schools, businesses, and health care organizations; produced and distributed a newsletter; conducted a media campaign; and sponsored community activities designed to reduce diabetes and unhealthy weight. This program was successfully completed and all required reporting submitted on time.

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**EARTH ISLAND DECLARATION
EXHIBIT 8-D**

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Award

Document Title: Youth Empowerment Strategies 4 Environmental Justice (YES4EJ)

Grant # 5F-03D33625-0

Page 1

Application Information

Amount Requested:	\$ 2,596,592.00		
Date Received:	08/03/2024	Date Signed:	08/03/2024

Award Information

Awarding Region:	EPA R4	Grant Number:	03D33625-0
Record Type:	N - New		
Program Code:	5F - Environmental and Climate Justice Block Grant Program - IRA Only		
Grant Type:	Non-Construction	Agreement Type:	Grant Agreement
Payment Method:	ASAP		
Payment Office:	Contact EPA RTPFC at: rtpfc-grants@epa.gov		
Postponed:		Funding Pkg. Date:	01/14/2025
Mailing Date:	01/22/2025	Award Date:	01/16/2025
Release Date:		ODN:	5F03D33625

Recipient Information

Recipient			
UEI:	K2LLRBBPDA26	EFT Indicator:	0000
Applicant Type:	Not for Profit		
Applicant Name:	WAFAL - WEST ANNISTON FOUNDATION		
Applicant State:	AL	DUNS:	112861112
Applicant Country:			
Congressional District:	03	EIN:	52-2362680
Organizational Unit:		Sub Org. Unit:	
NSF Code:		Minority Institution	

Organization Address / Mailing Address

Address 1:	800 Clydesdale Avenue		
Address 2:			
City:	Anniston	County:	Calhoun
State:	AL	Zip:	36201-5303

Payment Address

Payee Name:	WEST ANNISTON FOUNDATION		
Address 1:	1700 West 10th Street	City:	Anniston
Address 2:		State:	AL

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Grant # 5F-03D33625-0

Page 2

Recipient Information (Continued)

Zip:	36201
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Point of Contact

Project Manager:	Kay Beard		
Title:	Director of Operations	Fax:	
E-Mail:	kaybeardal@bellsouth.net	Phone:	256-238-9900
Address 1:	800 Clydesdale Avenue	City:	Anniston
Address 2:		State:	AL
Zip:	36201-5303		

EPA Contacts

Grant Specialist:	Adriana Morera Barreto	GS ID:	
E-Mail:	MoreraBarreto.Adriana@epa.gov	Phone:	404-562-0000
Office:	Grants Management Section	Mail Code:	
Address:	61 Forsyth St SW		
City:	Atlanta	State:	GA
Zip:	30303-8960		
Grant Coordinator:	Laura Fowler		
Approving Region:	EPA R4		
Project Officer:	Ferry AkbarBuchanan	Title:	
E-Mail:	AkbarBuchanan.Ferry@epa.gov	Phone:	215-814-0000
Address:	61 Forsyth Street, SW		
Mail Code:			
City:	Atlanta	State:	GA
Zip:	30303-8960		
Approval Office Div:	Environmental Justice, Community Health, and Environmental Review Division		
Address:	61 Forsyth Street, SW		
City:	Atlanta	State:	GA
Zip:	30303-8960		

Approval Office Address Printed on the OMB

Region:	EPA R4	Division:	Environmental Justice, Community Health, and Environmental Review Division
Address:	61 Forsyth Street, SW		
City:	Atlanta	State:	GA
Zip:	30303-8960		

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Page 3

EPA Contacts (Continued)

Congressional Liaison:	Cassaundra Eades	Phone:	202-564-2788
AAShip/RAShip:	R4 - Region 4	Division/Office:	Environmental Justice, Community Health, and Environmental Review Division
Lab/Office:		Branch:	Environmental Justice Coordination and Community Health Branch

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Page 4

Project Information

CFDA:	66.616 - Environmental and Climate Justice Block Grant Program		
Project Title:	Environmental and Climate Justice Block Grant Program		
Description:			
This agreement provides funding in the amount of \$2,596,592 under the Inflation Reduction Act (IRA) to West Anniston Foundation, Alabama. Specifically, the project will empower young adults in the community to have agency in shaping the future of their community through three interconnected tracks: Education, Community Environmental Health Assessments, and Establishing a community-driven leadership team.			
Attachments:			
No files have been attached.			
Describe the activities to be performed:			
The activities include: 1) education, training and workshops; 2) conduct community environmental health assessments; and 3) establish a community-driven leadership team to improve engagement with decision makers.			
Describe anticipated deliverables and expected outcomes, and intended beneficiary(ies):			
The anticipated deliverables include: 1) at least 300 individuals participated in the environmental education, training or workshops over three years; 2) A minimum of 10 participants commit to serve as ambassadors for two years; 3) a minimum of 8 community workshops; 4) at least six community members will train and take the exam for accreditation as Just Communities Practitioners and LEED (Leadership in Energy and Environmental Design) Green Associate; 5) at least 30 individuals will contribute to the community environmental health assessments; 6) a Community Benefits Plan and model Community Benefits Agreement will be drafted by the leadership team. The expected outcomes include: Increased involvement of community members in local, state, federal, and other environmental public engagement activities, increased knowledge of environmental public processes, increased trust between community members and government entities. The intended beneficiaries are disadvantaged communities.			
Describe any subrecipient activities currently known:			
Activities to be implemented through subawards include but are not limited to leading a community environmental health assessment developed in collaboration with community members, YES4EJ Ambassadors, and the Statutory Partners.			
Project Period Cost:	\$ 2,596,592.00	Budget Period Cost:	\$ 2,596,592.00
Project Period Start:	03/01/2025	Budget Period Start:	03/01/2025
Project Period End:	02/29/2028	Budget Period End:	02/29/2028
Applicant ID:		State ID:	
Statutory Authority:	Clean Air Act: Sec. 138	Regulatory Authority:	2 CFR 200, 2 CFR 1500 and 40 CFR 33
Special Tracking Code:		High Risk / Special Payment:	

International

Work Performed outside the U.S.:	No
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Competition, EPA Order 5700.5A1

Was the award made through a competitive process?		Yes	
What type of competitive process was used?		Open Competition	
Announcement Number or other identifier for the announcement:	EPA-R-OEJECR-OCS-23-04	Date the announcement was issued, released or posted:	11/21/2023

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Competition, EPA Order 5700.5A1 (Continued)

Include an attachment documenting the rationale for the selection of the recipient for an award as required under Section 9.f of the Competition Policy (EPA Order 5700.5A1).

No files have been attached.

Competition Code:	C
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Attachments**Award Document Attachments**

File Name	Size	Date Uploaded
OMB Form 03D33625-0.pdf	216.91 KB	01/16/2025 08:15 PM
_UPDATED Budget - Jan 13TH 2025 West Anniston Foundation YES4EJ Project (F3).docx (3).pdf	257.25 KB	01/16/2025 08:03 PM
new_awards_gs_checklist.pdf	2.85 MB	01/16/2025 01:04 PM
4700 approve confirmation.pdf	117.15 KB	01/16/2025 01:01 PM
WAF Response to Form 4700-4 1.15.25 Signed.pdf	144.90 KB	01/16/2025 12:22 PM
Email confirmation agreement 4700.pdf	1.10 MB	01/16/2025 12:22 PM
gs_project_grants_and_ceps_cost_review_form.docx	164.12 KB	01/16/2025 09:28 AM
TLPR 5F 03D33625 West Anniston Fnd AL.pdf	275.23 KB	01/16/2025 08:08 AM
food_policy_checklist_revised_WAF.docx	20.44 KB	01/15/2025 01:47 PM
EPA Form 4700-4_03D33625-0_WEST ANNISTON FOUNDATION.pdf	39.30 KB	01/15/2025 01:45 PM
Compass Document_RQ 25125WB093.pdf	145.03 KB	01/15/2025 11:39 AM
IRS website.pdf	106.20 KB	01/15/2025 09:54 AM
Workplan Updated 1.13.2025.docx.pdf	557.37 KB	01/15/2025 09:53 AM
SF424A-01102025.pdf	173.47 KB	01/15/2025 09:53 AM
SF 424 Signed 1.10.25 WAF.pdf	111.80 KB	01/15/2025 09:53 AM
SAM and FAPIIS.pdf	838.99 KB	01/15/2025 09:53 AM
po_cep_project_cost_review_form.docm	146.09 KB	01/15/2025 09:52 AM
Lobbying Certification.pdf	520.76 KB	01/15/2025 09:51 AM
Key Contacts Form-West Anniston Foundation.pdf	36.42 KB	01/15/2025 09:51 AM
FW_FYI NEPA not required for EJ Projects.pdf	192.89 KB	01/15/2025 09:48 AM
Copy of indirect_calculator_WAFAL.xlsx	65.19 KB	01/15/2025 09:45 AM

Attachment Description:

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Funding Package

Funding Package Documents			
Document Type	Title	Amount	Status
Funding Opportunity	Environmental and Climate Justice Community Change Grants Program	\$ 0.00	Funding Opportunity Completed
Grant Application	Environmental and Climate Justice Block Grant Program	\$ 2,596,592.00	Pre-Award Completed
Funding Recommendation	Youth Empowerment Strategies 4 Environmental Justice (YES4EJ)	\$ 2,596,592.00	Funding Recommendation Completed
Commitment Notice	Youth Empowerment Strategies 4 Environmental Justice (YES4EJ)	\$ 2,596,592.00	Commitment Notice Completed

Fiscal Information

Vendor Code:	522362680AV	Accounting Period:	042025							
COMPASS Status:	Accepted. Accepted as 'Line' - 001 in COMPASS on :Thu Jan 16 20:15:44 EST 2025									
Fiscal Line Details										
Line	Site Name	Req No	FY	Approp. Code	BO Code	PRC	Object Class	Amount	Site Project	Cost Org Code
001	-	25125WB093	2226	BSF5	WF	000W57XK 1	4140	\$ 2,596,592.00	-	-
Total								\$ 2,596,592.00		

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Award Amount

Funds	Former Award	This Action	Amended Total
EPA Amount This Action:	\$ 0.00	\$ 2,596,592.00	\$ 2,596,592.00
EPA In-Kind Amount:	\$ 0.00	\$ 0.00	\$ 0.00
Unexpended Prior Yr. Bal:	\$ 0.00	\$ 0.00	\$ 0.00
Other Federal Funds:	\$ 0.00	\$ 0.00	\$ 0.00
Recipient Contribution:	\$ 0.00	\$ 0.00	\$ 0.00
State Contribution:	\$ 0.00	\$ 0.00	\$ 0.00
Local Contribution:	\$ 0.00	\$ 0.00	\$ 0.00
Other Contribution:	\$ 0.00	\$ 0.00	\$ 0.00
Allowable Project Cost:	\$ 0.00	\$ 2,596,592.00	\$ 2,596,592.00

Approved Budget

Approved Budget	
Cost Category Classification (Non-construction)	Approved Allowable Budget Period Cost
1. Personnel	\$ 651,935
2. Fringe Benefits	\$ 147,663
3. Travel	\$ 66,545
4. Equipment	\$ 0
5. Supplies	\$ 47,307
6. Contractual	\$ 16,000
7. Construction	\$ 0
8. Other	\$ 1,502,956
9. Total Direct Costs	\$ 2,432,406
10. Indirect Costs	\$ 164,186
IDC Rate 15.00 % Base MTDC	
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$ 2,596,592
12. Total Approved Assistance Amount	\$ 2,596,592
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 2,596,592
15. Total EPA Amount Awarded To Date	\$ 2,596,592

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Approved Budget (Continued)**Budget Worksheet #1****Section A - Budget Summary**

		Estimated Unobligated Funds		New or Revised Budget			
	Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.	Community Change	66.616			\$ 2,596,592		\$ 2,596,592
2.							\$ 0
3.							\$ 0
4.							\$ 0
5.	TOTALS				\$ 2,596,592		\$ 2,596,592

Section B - Budget Category

		Grant Program, Function or Activity				
6. Object Class Categories		Community Change				Total (5)
a. Personnel		\$ 651,935	\$ 0	\$ 0	\$ 0	\$ 651,935
b. Fringe Benefits		\$ 147,663	\$ 0	\$ 0	\$ 0	\$ 147,663
c. Travel		\$ 66,545	\$ 0	\$ 0	\$ 0	\$ 66,545
d. Equipment		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
e. Supplies		\$ 47,307	\$ 0	\$ 0	\$ 0	\$ 47,307
f. Contractual		\$ 16,000	\$ 0	\$ 0	\$ 0	\$ 16,000
g. Construction		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
h. Other		\$ 1,502,956	\$ 0	\$ 0	\$ 0	\$ 1,502,956
i. Total Direct Charges (sum of 6a - 6h)		\$ 2,432,406	\$ 0	\$ 0	\$ 0	\$ 2,432,406
j. Indirect Charges		\$ 164,186	\$ 0	\$ 0	\$ 0	\$ 164,186
k. TOTALS (sum of 6i - 6j) (Cost Share Recipient: 0.00 % Federal: 100.00 %)		\$ 2,596,592	\$ 0	\$ 0	\$ 0	\$ 2,596,592
I. Total Approved Assistance Amount		\$ 2,596,592	\$ 0	\$ 0	\$ 0	\$ 2,596,592
7. Program Income		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Administrative & Programmatic Conditions

Administrative Terms & Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: [https://www.epa.gov/system/files/documents/2024-10/fy 2025 epa general terms and conditions effective october 1 2024 or later.pdf](https://www.epa.gov/system/files/documents/2024-10/fy%202025%20epa%20general%20terms%20and%20conditions%20effective%20october%201%202024%20or%20later.pdf)

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Adriana Morera Barreto, morerabarreto.adriana@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): Adriana Morera Barreto, morerabarreto.adriana@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Ferry Akbar Buchanan, AkbarBuchanan.Ferry@epa.gov or Adriana Morera Barreto, morerabarreto.adriana@epa.gov.
- Payment requests (if applicable): Ferry Akbar Buchanan, AkbarBuchanan.Ferry@epa.gov or Adriana Morera Barreto, morerabarreto.adriana@epa.gov.
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Ferry Akbar Buchanan, AkbarBuchanan.Ferry@epa.gov

B. Pre-Award Administrative Capability

West Anniston was initiated but, is not completed. EPA's policy for awarding financial assistance in excess of \$200,000 to non-profit organizations requires an Administrative Capability Assessment review of the recipient's administrative and financial management systems to be completed **prior** to the recipient drawing down any EPA funds per [EPA Order 5700.8](#). Because EPA has not yet completed the review **West Anniston** is precluded from drawing down funds under this assistance agreement until EPA provides written

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Administrative & Programmatic Conditions (Continued)**Administrative Terms & Conditions**

confirmation of the completion of the assessment with satisfactory results. Please note, any costs incurred prior to EPA approval are at **West Anniston's** own risk. If **West Anniston** fails to respond or is unable to satisfactorily address all identified deficiencies within **90 days** of the award date of this assistance agreement or within any extension of time granted by EPA, the agreement may be terminated. Noncompliance with this term and condition may result in adverse action by EPA per 2 CFR 200.339.

C. New Recipient Training Requirement

The recipient agrees to complete the [EPA Grants Management Training for Applicants and Recipients](#) and the [How to Develop a Budget](#) training within 90 calendar days of the date of award of this agreement. The recipient must notify the Grant Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to [RAIN-2024-G01](#).

Attachments

No files have been attached.

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Administrative & Programmatic Conditions (Continued)**Programmatic Terms & Conditions**

The recipient agrees to comply with the current EPA Community Change Grants Programmatic Terms and Conditions, available at: <https://www.epa.gov/inflation-reduction-act/epa-community-change-grants-program-terms-and-conditions>.

These terms and conditions are in addition to the [General Terms and Conditions](#), additional programmatic terms and conditions, and the administrative terms and conditions included in the EPA award document.

Attachments

No files have been attached.

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EPA Review

Additional Readers			
Name	Email	Phone	Date Added
No additional readers have been selected.			

Concurrent Approvers		
Concurrent Approver	Date Added	Date Submitted
Laura Fowler	01/15/2025 09:34 AM	01/15/2025 01:51 PM
Due Date:	01/16/2025	

Concurrent Approvals		
Response	Concurrence By	Date
Pending	Laura Fowler	

EPA Signature

Award Official:	Shantel Shelmon	Printed Name:	Shantel Shelmon
Title:	Grants Management Officer	Phone:	404-562-9817
Delegate:			
Title:		Phone:	

Signature			
Approval:	Approved	Date:	01/16/2025
Notes:			
Attachments:			
No files have been attached.			

Recipient Review

Applicant POC:	Kay Beard		
Title:	Director of Operations	Phone:	256-238-9900

Recipient Acceptance

Authorized Rep			
First Name:	Kay	Last Name:	Beard
Printed Name:	Kay Beard		
Title:	Director of Operations	Phone:	256-238-9900

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SUSTAINABILITY INSTITUTE, ET AL v. TRUMP

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LEADERSHIP COUNSEL DECLARATION
EXHIBIT 9

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

The Sustainability Institute, et al.,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States, et al.,

Defendants.

Civ. No. 2:25-cv-02152-RMG

DECLARATION OF KAYLON HAMMOND, LEADERSHIP COUNSEL

I, Kaylon Hammond, declare as follows:

1. My name is Kaylon Hammond. I live in Sacramento, California. This declaration is based on my personal knowledge and professional education and experience. I am over the age of eighteen and suffer from no legal incapacity. I submit this declaration on behalf of Leadership Counsel for Justice and Accountability (“Leadership Counsel”), a nonprofit organization affected by the federal funding pause.

2. Leadership Counsel is a 501(c)(3) nonprofit organization based in Fresno, California. Leadership Counsel’s mission is to work alongside the most impacted communities in California to advocate for sound policy and eradicate injustice to secure equal access to opportunity regardless of wealth, race, income, and place, with the goal of shifting the dynamics that have created the stark inequality that impacts California’s low-income, rural regions. Leadership Counsel has 28 employees.

3. I am the Chief Operating Officer at Leadership Counsel. I have worked at Leadership Counsel for just under 10 years. I served as a Policy Coordinator before transitioning to Director of Operations in 2016. I became the organization’s Chief Financial Officer in 2020, and in 2025 I became the Chief Operating Officer.

4. Leadership Counsel is a recipient of the Environmental Protection Agency’s (“EPA”) Community Change Grant through the Environmental and Climate Justice Block Grant Program. The Community Change Grant is intended to fund community driven projects in disadvantaged communities that prioritize reducing pollution, increasing community climate resilience, and building community capacity.

5. On December 6, 2024, Leadership Counsel was awarded \$3,058,750.00 through a Community Change Grant. The contract term is January 1, 2025, through December 31, 2027. The 2025 portion of this award accounts for 14% of Leadership Counsel's total annual budget for 2025.

6. Leadership Counsel applied for the Community Change Grant on July 1, 2024. Leadership Counsel staff and partners invested significant time and resources in preparing this application. We had numerous meetings with partners to ensure we developed a proposal in line with the program guidelines that also addressed community needs. Other Leadership Counsel staff and community members also spent many hours working on this grant proposal.

7. With funds from the Community Change Grant, Leadership Counsel committed to establishing the San Joaquin Valley Climate Justice Collaborative. The San Joaquin Valley Climate Justice Collaborative facilitates engagement in San Joaquin Valley's disadvantaged communities in public processes by building (1) the capacity of community residents to participate in decision-making, and (2) developing relationships between residents and relevant government staff, and (3) elevating community priorities in the development and implementation of government plans and programs, such as county general plans, community plans, hazard mitigation plans, and zoning decisions.

8. The project serves unmet needs of disadvantaged unincorporated communities, which have been left out of local government decision-making for decades and are disproportionately impacted by climate change. Farm worker communities in the San Joaquin Valley, many of which have populations that are more than 50% Spanish-speaking, lack resources to engage with local decision makers. As a result, local decision makers have maintained the status quo because they have not heard directly from this community about its needs and priorities. For example, farm workers in the San Joaquin Valley deal with extreme heat, which is worsening due to climate change. Without local or state policies to provide relief from extreme heat, like requiring

air conditioning in older homes or funding cooling centers, people in small farmworker communities are left without relief and face a public health crisis. The San Joaquin Valley Climate Justice Collaborative supports communities dealing with climate change impacts like extreme heat so that they are better able to participate in and inform local decision-making.

9. Leadership Counsel has subaward agreements with partner organizations totaling \$1,850,000. Each partner organization will engage communities and neighborhoods where they have longstanding relationships. Critically, partners have language capacity in languages other than English, including Punjabi and Spanish, that supports engagement with diverse communities.

10. Per the terms and conditions of Leadership Counsel's Community Change Grant, we are required to incur allowable expenses and then submit requests for reimbursement through Automated Standard Application for Payments ("ASAP"). Allowable reimbursable expenses include personnel, fringe benefits, travel, supplies, subawards, and indirect costs. Since early February, we have not been able to reliably request reimbursements through ASAP. There were six days in the month of February (February 5, 6, 11, 13, 14, and 17) that we were able to log into ASAP, but received an error message stating, "Error 839: No accounts found matching criteria." When this error message was present, we were not able to submit reimbursement requests. The same error message has displayed in our ASAP account since March 7 and we have not been able to submit reimbursement requests since that date.

11. When I logged into Leadership Counsel's ASAP account on March 14, our account status indicator said "suspended."

12. I have not received any communication from staff with the project office or any other personnel with EPA about the status of our grant since February 5, 2025, when we received an email amending the time period of the grant.

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13. Overall, Leadership Counsel stands to lose \$1,783,282.11 in awarded funds. While Leadership Counsel has received \$1,275,467.89 in reimbursement, the organization still has not received \$1,783,282.11 of the remaining award amount. Of the amount received, \$1,251,013.90 was directed to subawardees.

14. Leadership Counsel's inability to access funds and the uncertainty about when these funds will become available and reliably accessed again has forced the organization to adjust its workplans and engagements with community members. The organization had planned to hire a new staff person to manage the expenses of its Community Change Grant, communicate with project partners, and coordinate community meetings. However, the organization has paused hiring due to the disruption to grant funding. Without this additional staff person, it is more challenging for Leadership Counsel to coordinate the project and carry it out as planned. I have had to step in to administer the project, even though this is not a part of my responsibilities in the organizational work plan.

15. Leadership Counsel has been forced to dedicate staff time and incur other expenses to carry out its Community Change Grant program work even while the organization is not being reimbursed. A partner organization that was subawarded funds through Leadership Counsel's Community Change Grant is also not receiving federal funds to cover staff time and expenses for this work.

16. Without our Community Change Grant funding flowing, Leadership Counsel has not been able to implement our project to the full extent promised to community members.

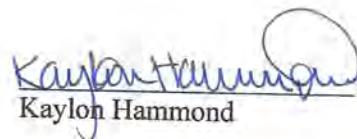
17. The uncertainty of this situation has caused a lot of stress to myself and my coworkers. With so much being unknown about the funding freeze, I am unable to plan on how to proceed with San Joaquin Valley Climate Justice Collaborative.

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18. The injury to Leadership Counsel and its interests would be redressed by an order from the Court granting the Plaintiffs the relief they have requested.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States, the foregoing is true and correct.

Executed this 25th day of March 2025.


Kaylon Hammond

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LEADERSHIP COUNSEL DECLARATION
EXHIBIT 9-A

J.A. 0927

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 <p>U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p>Grant Agreement</p>	GRANT NUMBER (FAIN):	97T28301	DATE OF AWARD
	MODIFICATION NUMBER:	0	12/06/2024
	PROGRAM CODE:	5F	
TYPE OF ACTION	New	MAILING DATE	12/11/2024
PAYMENT METHOD:	ASAP	ACH#	PEND
RECIPIENT TYPE:	Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
Not for Profit			
RECIPIENT:	PAYEE:		
LEADERSHIP COUNSEL FOR JUSTICE AND ACCOUNTABILITY 2210 SAN JOAQUIN ST FRESNO, CA 93721-1127 EIN: 46-1517800	LEADERSHIP COUNSEL FOR JUSTICE AND ACCOUNTABILITY 2210 SAN JOAQUIN ST FRESNO, CA 93721-1127		
PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST	
Kaylon Hammond 2210 San Joaquin St Fresno, CA 93721 Email: khammond@leadshipcounsel.org Phone: 559-365-5842	AngelaD Page 1300 Pennsylvania Avenue NW , 8725R Washington, DC 20460 Email: Page.AngelaD@epa.gov Phone: 202-564-7957	Caitlin Hui Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: Hui.Caitlin@epa.gov Phone: 415-972-3364	

PROJECT TITLE AND DESCRIPTION

Inflation Reduction Act - Environmental and Climate Justice

See Attachment 1 for project description.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
01/01/2025 - 02/29/2028	01/01/2025 - 02/29/2028	\$ 3,058,750.00	\$ 3,058,750.00

NOTICE OF AWARD

Based on your Application dated 07/01/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 3,058,750.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 3,058,750.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	ORGANIZATION / ADDRESS
U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105	U.S. EPA, Region 9, Environmental Justice, Community Engagement and Environmental Review, CED-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official for Carolyn Truong - Grants Management Officer by Angela Mendiola - Award Official Delegate	DATE 12/06/2024
--	--------------------

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EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 3,058,750	\$ 3,058,750
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 3,058,750	\$ 3,058,750

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.616 - Environmental and Climate Justice Block Grant Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	25125WB067	2226	BSF5	WF	000W57XK1	4140	-	-	\$ 3,058,750
									\$ 3,058,750

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Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 739,065
2. Fringe Benefits	\$ 206,935
3. Travel	\$ 58,000
4. Equipment	\$ 0
5. Supplies	\$ 21,000
6. Contractual	\$ 0
7. Construction	\$ 0
8. Other	\$ 1,850,000
9. Total Direct Charges	\$ 2,875,000
10. Indirect Costs: 0.00 % Base : see General T/C	\$ 183,750
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 3,058,750
12. Total Approved Assistance Amount	\$ 3,058,750
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 3,058,750
15. Total EPA Amount Awarded To Date	\$ 3,058,750

Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA) to the Leadership Counsel for Justice and Accountability. Specifically, the project will help communities characterized a "Disadvantaged Unincorporated Communities (DUC)" by connecting them to decision-making venues where they can share needs, support government agencies with enacting and implementing policies, and investing in climate resilience within serving communities.

This agreement provides full federal funding in the amount of \$3,058,750. Refer to Terms and Conditions.

The activities for this project include facilitate engagement of DUCs in public processes by (1) building the capacity of community residents to participate in decision-making, and (2) building relationships and capacity between residents and relevant government staff through ensuring community in the development and implementation of plans and programs. These objectives will be centered around needs uplifted by residents of DUCs in the SJV regarding climate justice.

The anticipated deliverables for Activity 1 include: Number of community meetings on capacity building on plans and processes to address critical gaps in climate resilience (150); Number of residents who attend community meetings focused on education and capacity-building relating to climate resilience plans and processes (500); Number of cross-community capacity building workshops hosted by SJVCJC partners (6 workshops, 250 distinct residents engaged); and Number of households reached through door-to-door canvassing, texting, phone calls, and pop-up community events (1,500).

The anticipated deliverables for Activity 2 Include: Number of community residents directly engaged with local governmental staff to advance the climate resilience of their communities (300); Number of meetings between community residents and local government staff to advance their climate resilience goals (50); New local policies developed in response to community engagement in decision-making processes (e.g., policies in planning documents that address the objectives of this proposal) (30); and Number of state guideline documents amended or developed to incorporate prioritization of DUCs.

The expected outcomes for Activity 1 include: Increased understanding of residents from DUCs in the SJV of how to engage in relevant governmental processes (years 1-3); Increased engagement by DUC residents in community meetings and other local processes (years 1-3); and Increased participation by DUC residents in local, regional, and state level decision making processes (years 2-3).

The expected outcomes for Activity 2 Include: Strengthened relationships between DUC residents and local, regional, and state governmental staff on climate justice (years 1-3); Increased accountability of decision makers to DUCs due to increased community engagement in decision-making processes (years 1-3); Improved transparency and community engagement in government processes that are accessible to residents of DUCs and farmworker communities (years 1-3); Improved and/or new policies developed at the local, regional, and state levels that are responsive to community-identified needs and priorities (years 2-3); and Increased funding opportunities that address deficiencies in DUCs' ability to have healthy and thriving communities (by year 3).

The intended beneficiaries are disadvantaged communities.

The subawards are part of a collaborative of community-based organizations that will educate residents about local planning processes and state-level funding programs that impact extreme heat and other

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climate vulnerabilities in their communities and support their direct engagement in those processes. Specific activities include capacity-building, educational trainings, and other support for residents' direct participation in climate resilience decision-making processes held at in-person community meetings in each community to develop, align and implement project plans that provide multiple benefits to the target communities. The ssubawardee are listed below.

Central California Environmental Justice Network will receive \$600,000

Center on Race, Poverty and the Environment will receive \$500,000

Fresno Building Healthy Communities will receive \$350,000

Jakara Movement will receive \$400,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (Per 2 CFR § 200.344(b), the recipient must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR § 200.319. In accordance with 2 CFR § 200.324, the recipient and subawardee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications. *State and Tribal government entities must follow procurement standards as outlined in 2 CFR § 200.317.*

C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at <https://www.epa.gov/grants/epa-grantee-forms>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the **Simplified Acquisition Threshold (SAT) currently set at \$250,000** (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

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Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 4A when completing the form.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "Final Report (project completed)" in section 1B of the form.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to GrantsRegion9@epa.gov and the EPA Grants Specialist identified on page 1 of the award document.

D. Subaward(s)

The recipient's approved budget includes subaward(s). As applicable, the recipient will comply with the General Term and Condition on reporting of first tier subawards to www.fsrs.gov per "Reporting Subawards and Executive Compensation" requirement.

E. Pre-Award Administrative Capability

LEADERSHIP COUNSEL FOR JUSTICE AND ACCOUNTABILITY's (LCJA) pre-award certification review was initiated but is not completed. EPA's policy for awarding financial assistance in excess of \$200,000 to non-profit organizations requires an Administrative Capability Assessment review of the recipient's administrative and financial management systems to be completed prior to the recipient drawing down any EPA funds per [EPA Order 5700.8](#). Because EPA has not yet completed the review, LCJA is precluded from drawing down funds under this assistance agreement until EPA provides written confirmation of the completion of the assessment with satisfactory results. Please note, any costs incurred prior to EPA approval are at LCJA's own risk. If LCJA fails to respond or is unable to satisfactorily address all identified deficiencies within 90 days of the award date of this assistance agreement or within any extension of time granted by EPA, the agreement may be terminated. Noncompliance with this term and condition may result in adverse action by EPA per 2 CFR § 200.339.

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Programmatic Conditions

The recipient agrees to comply with the current EPA Community Change Grants Programmatic Terms and Conditions, available at: <https://www.epa.gov/inflation-reduction-act/epa-community-change-grants-program-terms-and-conditions>.

These terms and conditions are in addition to the [General Terms and Conditions](#), additional programmatic terms and conditions, and the administrative terms and conditions included in the EPA award document.

END OF DOCUMENT

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LEADERSHIP COUNSEL DECLARATION
EXHIBIT 9-B

J.A. 0936

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 <p>U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment</p>	GRANT NUMBER (FAIN):	97T28301	DATE OF AWARD
	MODIFICATION NUMBER:	1	02/05/2025
	PROGRAM CODE:	5F	
	TYPE OF ACTION	No Cost Amendment	MAILING DATE
PAYMENT METHOD:	ASAP	ACH#	
RECIPIENT TYPE:	Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
RECIPIENT:	PAYEE:		
LEADERSHIP COUNSEL FOR JUSTICE AND ACCOUNTABILITY 2210 SAN JOAQUIN ST FRESNO, CA 93721-1127 EIN: 46-1517800	LEADERSHIP COUNSEL FOR JUSTICE AND ACCOUNTABILITY 2210 SAN JOAQUIN ST FRESNO, CA 93721-1127		
PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST	
Kaylon Hammond 2210 San Joaquin St Fresno, CA 93721 Email: khammond@leadshipcounsel.org Phone: 559-365-5842	Erik Martinez 75 Hawthorne Street, CED-4-1 San Francisco, CA 94105 Email: Martinez.Erik@epa.gov Phone: 415-972-3761	Caitlin Hui Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: Hui.Caitlin@epa.gov Phone: 415-972-3364	

PROJECT TITLE AND EXPLANATION OF CHANGES

Inflation Reduction Act - Environmental and Climate Justice

This agreement provides funding under the Inflation Reduction Act (IRA) to the Leadership Counsel for Justice and Accountability. Specifically, the project will help communities characterized as "Disadvantaged Unincorporated Communities (DUC)" by connecting them to decision-making venues where they can share needs, support government agencies with enacting and implementing policies, and investing in climate resilience within serving communities.

This no-cost amendment serves to shorten the budget and project period end dates from 2/29/2028 to 12/31/2027 and to remove Administrative Term and Condition E; recipient has complied with this condition. There is no change to the federal assistance amount. Refer to Terms and Conditions.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
01/01/2025 - 12/31/2027	01/01/2025 - 12/31/2027	\$ 3,058,750.00	\$ 3,058,750.00

NOTICE OF AWARD

Based on your Application dated 07/01/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 0.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 3,058,750.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	ORGANIZATION / ADDRESS
U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105	U.S. EPA, Region 9, Environmental Justice, Community Engagement, and Environmental Review Division, CED-1 R9 - Region 9 75 Hawthorne Street San Francisco , CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official for Carolyn Truong - Grants Management Officer by Caitlin Hui - Award Official Delegate	DATE 02/05/2025
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EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 3,058,750	\$ 0	\$ 3,058,750
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 3,058,750	\$ 0	\$ 3,058,750

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.616 - Environmental and Climate Justice Block Grant Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

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Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 739,065
2. Fringe Benefits	\$ 206,935
3. Travel	\$ 58,000
4. Equipment	\$ 0
5. Supplies	\$ 21,000
6. Contractual	\$ 0
7. Construction	\$ 0
8. Other	\$ 1,850,000
9. Total Direct Charges	\$ 2,875,000
10. Indirect Costs: 0.00 % Base : see General T/C	\$ 183,750
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 3,058,750
12. Total Approved Assistance Amount	\$ 3,058,750
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 0
15. Total EPA Amount Awarded To Date	\$ 3,058,750

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Administrative Conditions

Previous Administrative and General Terms and Conditions remain the same except Condition E. is removed; recipient has complied with this condition.

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Programmatic Conditions

All Programmatic Conditions Remain the Same

END OF DOCUMENT